

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penda Corporation		11/30/2023	Corporation: DELAWARE
Trienda Holdings, L.L.C.		11/30/2023	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue		
Internal Address:	4th Floor (P7-PFSC-04-L)		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	6429197	CARGOPRO	
Registration Number:	6429196	CARGOPRO SOLUTIONS	
Registration Number:	5388112	VANGUARD	
Registration Number:	5387956	VANGUARD	
Registration Number:	5424580	VANGUARD PROTECTION PERFECTION	
Registration Number:	5424433	VANGUARD PROTECTION PERFECTION	
Registration Number:	5051176	DROP YOUR GATE AND PONG	
Registration Number:	5064797	TAILGATE PONG	
Registration Number:	5205568	PONG	
Registration Number:	4203062	MEGADITCH	
Registration Number:	4459769	SITESAVER	
Registration Number:	3363215		
Registration Number:	3276742	FINALLY, SMARTER SOLUTIONS IN WATER MANA	
Registration Number:	3276549	SMARTDITCH	
Registration Number:	1673378		
Registration Number:	1885959	PENDA	
Registration Number:	1325625	PENDALINER	
		TRADEMARK	

OP \$790.00 6429197

Property Type	Number	Word Mark
Registration Number:	1319282	PENDALINER
Registration Number:	3103688	DURAKON
Registration Number:	1201948	DURALINER
Registration Number:	6901594	TRUGRIP AN ANTI-SKID SURFACE LIKE NO OTH
Registration Number:	6901593	AN ANTI-SKID SURFACE LIKE NO OTHER
Registration Number:	6901592	TRUGRIP
Registration Number:	5942750	UPGRADING THE EXPERIENCE
Registration Number:	2029260	EVER-LOK
Registration Number:	1954902	DC
Registration Number:	1964552	T TRIENDA
Registration Number:	1967292	TRIENDA
Registration Number:	1932297	T TRIENDA
Registration Number:	1926678	TRIENDA
Registration Number:	1433917	BIG PAK

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4033.207
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	11/30/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of November 30, 2023, by the Persons listed on the signature pages hereof as "Grantors" and those additional Persons that hereafter become parties hereto (each, a "Grantor" and collectively, the "Grantors"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of the assets of such Grantor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the performance of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give notice to Agent with respect to any such new Trademark Collateral by delivery of a Compliance Certificate in accordance with the terms of the Credit Agreement. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement solely by amending Schedule 1 and solely for the purpose of including any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission (including email transmission of a PDF image) shall be effective as delivery of a manually executed counterpart of this Agreement.

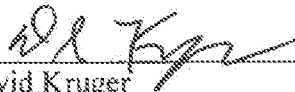
6. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 16.1 AND 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

PENDA CORPORATION,
as a Grantor

TRIENDA HOLDINGS, L.L.C.,
as a Grantor

By: 
Name: David Kruger
Title: President

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: George S. Couladis
Name: GEORGE S. Couladis
Its: SVP

SCHEDULE 1
TRADEMARKS

TRADEMARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
CARGOPRO	88732942	Registered	6429197	07/20/21	Penda Corporation
CARGOPRO SOLUTIONS	88732940	Registered	6429196	07/20/21	Penda Corporation
VANGUARD	87279427	Registered	5388112	01/23/18	Penda Corporation
VANGUARD	87243161	Registered	5387956	01/23/18	Penda Corporation
VANGUARD PROTECTION	87279424	Registered	5424580	03/13/18	Penda Corporation
VANGUARD PROTECTION	87243159	Registered	5424433	03/13/18	Penda Corporation
PERFECTION					
DROP YOUR GATE AND PONG	86758722	Registered	5051176	09/27/16	Penda Corporation
TAILGATE PONG	86425989	Registered	5064797	10/18/16	Penda Corporation
PONG	86758729	Registered	5205568	05/16/17	Penda Corporation
MEGADITCH	85248621	Registered	4203062	09/04/12	Penda Corporation
SITESAVER	85631893	Registered	4459769	12/31/13	Penda Corporation
[Design Only]	78595417	Registered	3363215	01/01/08	Penda Corporation
FINALLY, SMARTER SOLUTIONS IN WATER MANAGEMENT	78595396	Registered	3276742	08/07/07	Penda Corporation
SMARTDITCH	78554557	Registered	3276549	08/07/07	Penda Corporation
[Design Only]	74067652	Registered	1673378	01/28/92	Penda Corporation
PENDA	74506848	Registered	1885959	03/28/95	Penda Corporation
PENDALINER	73477637	Registered	1325625	03/19/85	Penda Corporation
PENDALINER	73477635	Registered	1319282	02/12/85	Penda Corporation
DURAKON	78639316	Registered	3103688	06/13/06	Durakon Industries, Inc.
DURALINE	73325902	Registered	1201948	07/20/82	Durakon Industries, Inc.
TRUGRIP AN ANTI-SKID SURFACE LIKE NO OTHER	88614295	Registered	6901594	11/15/22	TriEnda Holdings, L.L.C.
AN ANTI-SKID SURFACE LIKE NO OTHER	88614290	Registered	6901593	11/15/22	TriEnda Holdings, L.L.C.
TRUGRIP	88614287	Registered	6901592	11/15/22	TriEnda Holdings, L.L.C.

TRADEMARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
UPGRADING THE EXPERIENCE	88445255	Registered	5942750	12/24/19	TriEnda Holdings, L.L.C.
EVER-LOK	74662846	Registered	2029260	01/07/97	TriEnda Holdings, L.L.C.
DC	74647651	Registered	1954902	02/06/96	TriEnda Holdings, L.L.C.
T TRIENDA	74498738	Registered	1964552	03/26/96	TriEnda Holdings, L.L.C.
TRIENDA	74498733	Registered	1967292	04/09/96	TriEnda Holdings, L.L.C.
T TRIENDA	74498632	Registered	1932297	10/31/95	TriEnda Holdings, L.L.C.
TRIENDA	74497140	Registered	1926678	10/10/95	TriEnda Holdings, L.L.C.
BIG PAK	73570611	Registered	1433917	03/24/87	TriEnda Holdings, L.L.C.

TRADEMARK

REEL: 008274 FRAME: 0559

RECORDED: 11/30/2023