

ERCE
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MRD 6/22/17

RECORDATION FORM COV.
TRADEMARKS ONLY

103677411

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Global Power Equipment Group Inc.

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 16, 2017

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Centre Lane Partners Master Credit Fund II, L.P.

Street Address: 60 East 42nd Street, #1250

City: New York

State: New York

Country: USA Zip: 10165

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☒ Limited Partnership Citizenship Delaware
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule B

B. Trademark Registration No.(s)

See Schedule B

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule B

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: _____

Email Address: dmangan@chapman.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Mitchell I. Garrett

Name of Person Signing

June 21, 2017

Date

06/28/2017 KNGUYEN1 00000005 175232
Total number of pages including cover sheet, attachments, and document: 13
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006102 FRAME: 0051

ADDENDUM TO TRADEMARKS COVER SHEET

1. Name and state of additional conveying parties:

(i) Name: Braden Manufacturing, L.L.C.

State: Delaware

Type: limited liability company

Citizenship: Delaware

(ii) Name: Williams Specialty Services, LLC

State: Georgia

Type: limited liability company

Citizenship: Georgia

(iii) Name: Koontz-Wagner Custom Controls Holdings LLC

State: Indiana






Type: limited liability company


Citizenship: Indiana

Schedule B

TRADEMARKS

Trademarks

<u>Loan Party</u>	<u>Trademarks</u>	<u>Filing Date</u> (Registration Date)	<u>Status</u>	<u>Registration No.</u>
Braden Manufacturing, L.L.C.		8/3/1993	Registered	1,785,232
	EXCEL	10/21/1997	Registered	2,107,670
	TRICEL	12/2/1997	Registered	2,118,311
	PFS	9/1/1998	Registered	2,186,188
	CLS	10/2/2001	Registered	2,494,051
	BRADENFILTERS	12/27/2005	Registered	3,035,321
	BRADEN	6/12/2007	Registered	3,250,835
		4/30/2013	Registered	4327075
	GT SMARTDOOR	1/7/2014	Registered	4463316
Williams Specialty Services, LLC	WILLIAMS INSIGHT	1/7/1997	Registered	2,029,223
Global Power Equipment Group Inc.		1/6/2015	Registered	4668286
		12/29/2015	Registered	4877891
Koontz-Wagner Custom Controls Holdings LLC		1/29/2013	Registered	4282372

		5/7/2013	Registered	4331263
	PCH	5/6/2014	Registered	4526266
	IBI	10/27/2015	Registered	4839436

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 16, 2017, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of CENTRE LANE PARTNERS MASTER CREDIT FUND II, L.P. ("Centre Lane"), a Delaware limited partnership, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GLOBAL POWER EQUIPMENT GROUP INC., a Delaware corporation (the "Borrower"), Centre Lane, as Administrative Agent and Collateral Agent, and the Lenders party thereto from time to time, have entered into that certain Senior Secured Credit Agreement dated as of June 16, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Guaranty, as applicable.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GLOBAL POWER EQUIPMENT GROUP INC.,
as Grantor

By: 

Name: Craig Holmes

Title: Chief Financial Officer

BRADEN MANUFACTURING, L.L.C.,
as Grantor

By: _____

Name: Erin Gonzalez

Title: Vice President and Treasurer

WILLIAMS SPECIALTY SERVICES, LLC,
as Grantor

By: _____

Name: Erin Gonzalez

Title: Vice President and Treasurer

KOONTZ-WAGNER CUSTOM CONTROLS
HOLDINGS LLC,
as Grantor

By: _____

Name: Erin Gonzalez

Title: Vice President and Treasurer

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GLOBAL POWER EQUIPMENT GROUP INC.,
as Grantor

By: _____
Name: Craig Holmes
Title: Chief Financial Officer

BRADEN MANUFACTURING, L.L.C,
as Grantor

By: Erin Gonzalez
Name: Erin Gonzalez
Title: Vice President and Treasurer

WILLIAMS SPECIALTY SERVICES, LLC,
as Grantor

By: Erin Gonzalez
Name: Erin Gonzalez
Title: Vice President and Treasurer

KOONTZ-WAGNER CUSTOM CONTROLS
HOLDINGS LLC,
as Grantor

By: Erin Gonzalez
Name: Erin Gonzalez
Title: Vice President and Treasurer

Schedule A

PATENTS

Patents

<u>Registered Owner</u>	<u>Patent</u>	<u>Patent Issue Date</u>	<u>Status</u>	<u>Registration</u>
Braden Manufacturing, L.L.C.	Exhaust Gas Diffuser Interface (includes stainless steel shell with varying levels of insulation)	9/28/1999	Issued	5,957,768
	Exhaust Silencer Panel 2000 (for use in exhaust gas stream of power generation)	5/2/2000	Issued	6,056,084
	Exhaust Silencer Panel 2001 (for use in exhaust gas stream of power generation)	7/24/2001	Issued	6,263,998
	Acoustic Module for Enclosure Panel (aka Braden Enclosure Door a/k/a GT Smart Door)	10/15/2013	Issued	8556028
	Exhaust Plenum for Gas Turbine (aka FS6 Plenum Flex Seal Insulation)	2/24/15	Issued	8,961,116
	Method and Apparatus for Corrugating Filter Media (includes upstream and downstream rollers)	10/11/2016	Issued	9,463,594

	Apparatus for Clipping Filter and Coalescer Elements on a Frame	06/02/2009	Issued	7540073
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Patent Applications

<u>Registered Owner</u>	<u>Patents</u>	<u>Patent Filing Date</u>	<u>Status</u>	<u>Registration</u>
Braden Manufacturing, L.L.C.	Zoned Chiller Coil System (for an air intake house of a gas turbine)	01/31/2017	Application	15/420,326

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
None.			

Schedule C

COPYRIGHTS

Copyrights

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None.			

Copyright Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Date Filed</u>
None.			