

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500500

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|------------------------------|----------------------------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (Second Lien) |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|---------------------------|
| Dakota Fluid Power, Inc. | | 12/03/2018 | Corporation: SOUTH DAKOTA |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------------------------------|
| Name: | UBS AG, Stamford Branch, as Second Lien Administrative Agent |
| Street Address: | 600 Washington Boulevard |
| City: | Stamford |
| State/Country: | CONNECTICUT |
| Postal Code: | 06901 |
| Entity Type: | BANK: SWITZERLAND |

PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 4427890 | FILTERPAK |
| Registration Number: | 5053353 | AIRCARE |
| Registration Number: | 4377248 | FEEDLOK |
| Registration Number: | 5549157 | MOBILESTAR |

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: 212-318-6532
 Email: alanagramer@paulhastings.com
 Correspondent Name: Alana Gramer
 Address Line 1: c/o Paul Hastings LLP
 Address Line 2: 200 Park Avenue
 Address Line 4: New York, NEW YORK 10166

| | |
|-----------------------------|------------------|
| NAME OF SUBMITTER: | ALANA GRAMER |
| SIGNATURE: | /s/ ALANA GRAMER |
| DATE SIGNED: | 12/03/2018 |
| Total Attachments: 5 | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “*IP Security Agreement Supplement*”) dated as of December 3, 2018, is among the Person listed on the signature page hereof (the “*Grantor*”) and UBS AG, Stamford Branch, as Administrative Agent and as Collateral Agent (together with any successor Collateral Agent, the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SEI Holding I Corporation, a Delaware corporation, Bishop Lifting Products, Inc., a Delaware corporation, Singer Equities, Inc., a Virginia corporation, Hampton Rubber Company, a Virginia corporation, BLP Parent Corporation, a Delaware corporation and SEI Holding Corporation, a Delaware corporation have entered into a Second Lien Credit Agreement dated as of March 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with each Lender from time to time party thereto, and UBS AG, Stamford Branch, as Administrative Agent and as Collateral Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated as of March 27, 2014 among the Grantor, such other Persons and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) and that certain Intellectual Property Security Agreement dated as of March 27, 2014 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. *Grant of Security*. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Additional Collateral*”):

(i) its patents and patent applications including those set forth in Schedule A hereto;

(ii) its trademark and service mark registrations and applications including those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely 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 any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) its copyright registrations including those set forth in Schedule C hereto;

(iv) its agreements granting any exclusive right to the Grantor in or to any registered copyright including those set forth in Schedule D hereto;

(v) 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;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and/or all of the foregoing or arising from any of the foregoing.

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

SECTION 3. Security for Second Lien Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment and performance of all Second Lien Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Second Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Additional 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. In the event that any provision of this IP Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Execution in Counterparts. This IP Security Agreement Supplement 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.

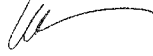
SECTION 7. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrowers at the Borrower Agent's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier or other electronic transmission of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement Supplement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 8. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 9. Intercreditor Agreements. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative (as defined in the Term Intercreditor Agreement referred to below) pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of (A) the Senior Priority Secured Parties (as defined in the Term Intercreditor Agreement referred to below), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of March 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Holdcos, the Borrowers, the lenders from time to time party thereto and UBS AG, Stamford Branch, as administrative agent, and the other parties thereto and (B) the ABL Secured Parties on the ABL Priority Collateral (each as defined in the ABL/Term Intercreditor Agreement referred to below), including liens and security interests granted to UBS AG, Stamford Branch, as collateral agent, pursuant to or in connection with the ABL Credit Agreement dated as of March 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Holdcos, the Borrowers, the lenders from time to time party thereto and UBS AG, Stamford Branch, as administrative agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Second Priority Representative (as defined in the Term Intercreditor Agreement referred to below) or any other secured party hereunder is subject to the limitations and provisions of (A) the First Lien/Second Lien Intercreditor Agreement dated as of March 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Term Intercreditor Agreement*"), among UBS AG, Stamford Branch, as First Lien Administrative Agent, UBS AG, Stamford Branch, as Second Lien Administrative Agent, the Holdcos and their respective subsidiaries and affiliated entities party thereto and (B) the ABL/Term Intercreditor Agreement dated as of March 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "*ABL/Term Intercreditor Agreement*" and, together with the Term Intercreditor Agreement, the "*Intercreditor Agreements*"), among UBS AG, Stamford Branch, as First Lien Administrative Agent, UBS AG, Stamford Branch, as Second Lien Administrative Agent, UBS AG, Stamford Branch, as ABL Agent, the Holdcos and their subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreements and the terms of this Agreement, the terms of the Intercreditor Agreements shall govern.

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

DAKOTA FLUID POWER, INC.



By

Name: Craig Osborne
Title: Vice President

Address for Notices:
3409 N. Lewis Ave., Sioux Falls, SD 57104

Schedule A

None.

Schedule B

1. FILTERPAK
Serial No. 85757341
Reg. No. 4427890
2. airCARE
Serial No. 86883469
Reg. No. 5053353
3. FeeLok
Serial No. 85513112
Reg. No. 4377248
4. MobileStar
Serial No. 87683884
Reg. No. 5549157

Schedule C

None.

Schedule D

None.