

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unico, LLC		01/08/2019	Limited Liability Company: WISCONSIN
Benshaw, Inc.		01/08/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4180019	AHD	
Registration Number:	4522730	CRP	
Registration Number:	3477645	CRP	
Registration Number:	4704605	DPF	
Registration Number:	3658473	EOP	
Registration Number:	3877247	GMC	
Registration Number:	3241943	GPL	
Registration Number:	5027586	LGC	
Registration Number:	4408410	LRP	
Registration Number:	3321636	LRP	
Registration Number:	2809797	STF	
Registration Number:	2713996	UEDIT	
Registration Number:	4007851	UNICO	
Registration Number:	1018399	UNICO	
Registration Number:	4007850	UNICO U	
Registration Number:	2662120	UNICO U	
Registration Number:	5518272	UWS	
Registration Number:	3758024	VPC	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3685056	BENSHAW
Registration Number:	3688186	BENSHAW ADVANCED CONTROLS & DRIVES
Serial Number:	88182853	BENSHAW POWERPRO

CORRESPONDENCE DATA

Fax Number: 2125935955
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: 212-756-2132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1843
NAME OF SUBMITTER:	Scott Kareff (014951-1843)
SIGNATURE:	/kc for sk/
DATE SIGNED:	01/08/2019

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Assignment**”) is made as of this 8th day of January, 2019, by the Assignors listed on the signature pages hereof (each an “**Assignor**” and collectively, jointly and severally, the “**Assignors**”), in favor of Cerberus Business Finance Agency, LLC (“**Cerberus**”), in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “**Agent**”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of January 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), by and among Noble Ultimate Holding, LLC, a Delaware limited liability company (“**Parent Holdco**”), Noble Bee Group Holding, LLC, a Delaware limited liability company (“**Noble Bee**”), Noble You Group Holding, LLC, a Delaware limited liability company (“**Noble You**”, and together with Noble Bee, and each other Person from time to time joined as a party thereto as a “**Borrower**” in accordance with the terms thereof, and all of their respective permitted successors and assigns, “**Borrowers**” and each, a “**Borrower**”), each Subsidiary of Parent Holdco from time to time party thereto as a “**Guarantor**” (together with Parent Holdco, each a “**Guarantor**” and collectively, the “**Guarantors**”), the financial institutions which are now or which hereafter become a party thereto (collectively, the “**Lenders**” and each individually, a “**Lender**”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Assignors are required to execute and deliver to Agent, for the benefit of the Lenders, this Assignment.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Assignor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority (subject to Permitted Encumbrances) security interest in all of such Assignor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of such Assignor’s trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those U.S. trademarks and U.S. trademark applications referred to on **Schedule I** hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Assignor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License;

provided however that the term “Trademark Collateral” shall be subject in all respects to the provisos set forth at the end of the definition of “Collateral” in the Credit Agreement and shall therefore not include any of the assets, property, agreements, license, interests or rights as set forth therein.

3. Security For Obligations. This Assignment and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Assignment secures the payment of all amounts which constitute part of the Obligations and would be owed by Assignors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Assignor.

4. Credit Agreement. The security interests granted pursuant to this Assignment are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Assignor 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.

5. Authorization to Supplement. If any Assignor shall obtain rights to any new Trademarks or Licenses for Trademarks, which constitute Collateral, this Assignment shall automatically apply thereto. Without limiting any Assignor’s obligations under this Section 5, each Assignor hereby authorizes Agent unilaterally to modify this Assignment by amending **Schedule I** to include any such new U.S. trademarks (to the extent provided in the Credit Agreement), U.S. trademark applications or Licenses (to the extent provided in the Credit Agreement) for Trademarks of such Assignor. Notwithstanding the foregoing, no failure to so modify this Assignment or amend **Schedule I** shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on **Schedule I**.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Assignment or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Construction. Unless the context of this Assignment or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Assignment or any Other Document refer to this Assignment or such Other Document, as the case may be, as a whole

and not to any particular provision of this Assignment or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Assignment unless otherwise specified. Any reference in this Assignment or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

ASSIGNORS:

UNICO, LLC,
a Wisconsin limited liability company

By: _____
Name: Sarah Savino
Title: Chief Financial Officer

BENSHAW, INC.,
a Pennsylvania corporation

By: _____
Name: Sarah Savino
Title: Chief Financial Officer

[Trademark Security Agreement]

AGENT:

**CERBERUS BUSINESS FINANCE AGENCY,
LLC**

By:  _____

Name: Daniel E. Wolf

Title: Senior Managing Director



[Trademark Security Agreement]


**TRADEMARK
REEL: 006519 FRAME: 0617**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Country	Mark	App. No. / Reg. No.	App. Date / Reg. Date	Status	Owner
U.S.	AHD	4180019	July 24, 2012	Registered	Unico, LLC
U.S.	CRP	4522730	April 29, 2014	Registered	Unico, LLC
U.S.	CRP	3477645	July 29, 2008	Registered	Unico, LLC
U.S.	DPF	4704605	March 17, 2015	Registered	Unico, LLC
U.S.	EOP	3658473	July 29, 2009	Registered	Unico, LLC
U.S.	GMC	3877247	November 16, 2010	Registered	Unico, LLC
U.S.	GPL	3241943	May 15, 2007	Registered	Unico, LLC
U.S.	LGC	5027586	August 23, 2016	Registered	Unico, LLC
U.S.	LRP	4408410	September 24, 2013	Registered	Unico, LLC
U.S.	LRP	3321636	October 23, 2007	Registered	Unico, LLC
U.S.	STF	2809797	February 3, 2004	Registered	Unico, LLC

Country	Mark	App. No. / Reg. No.	App. Date / Reg. Date	Status	Owner
U.S.	UEDIT	2713996	May 6, 2003	Registered	Unico, LLC
U.S.	UNICO	4007851	August 9, 2011	Registered	Unico, LLC
U.S.	UNICO	1018399	August 19, 1975	Registered	Unico, LLC
U.S.	UNICO U and Design 	4007850	August 9, 2011	Registered	Unico, LLC
U.S.	UNICO U and Design 	2662120	December 17, 2002	Registered	Unico, LLC
U.S.	UWS	5518272	July 17, 2018	Registered	Unico, LLC

Country	Mark	App. No. / Reg. No.	App. Date / Reg. Date	Status	Owner
U.S.	VPC	3758024	March 9, 2010	Registered	Unico, LLC
U.S.	BENSHAW	3,685,056	9/22/2009	Registered	Benshaw, Inc.
U.S.	BENSHAW ADVANCED CONTROLS & DRIVES (AND DESIGN)	3,688,186	9/29/2009	Registered	Benshaw, Inc.
					
U.S.	BENSHAW POWERPRO	88/182,853	7/7/2008	Pending	Benshaw, Inc.