

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505018

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dakota Fluid Power, Inc.		01/04/2019	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main St., 11th Floor		
Internal Address:	Mailcode TX 1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
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:	2149649501		
<i>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.</i>			
Phone:	2149649443		
Email:	maureen.drews@hklaw.com		
Correspondent Name:	Fan Yang		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	200 Crescent Court, Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Fan Yang		
SIGNATURE:	/Fan Yang/		
DATE SIGNED:	01/08/2019		
Total Attachments: 10			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “**IP Security Agreement Supplement**”) dated as of January 4, 2019, is among the Persons listed on the signature page hereof (each, a “**Grantor**”; collectively, the “**Grantors**”) and Bank of America, N.A., 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, the other borrowers from time to time party thereto, BLP Parent Corporation, a Delaware corporation and SEI Holding Corporation, a Delaware corporation have entered into an Amended and Restated ABL Credit Agreement dated as of January 4, 2019 (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 Bank of America, N.A., as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. 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 Grantors and certain other Persons have executed and delivered that certain ABL Security Agreement dated as of June 17, 2016 among the Grantors, 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 June 17, 2016 among the Persons listed on the signature pages thereof as Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, each of the Grantors has agreed to grant to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in any intellectual property collateral of the Grantors and has agreed in connection therewith to execute this IP Security Agreement Supplement to join the IP Security Agreement and for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office (“**CIPO**”) and other governmental authorities.

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

SECTION 1. Grant of Security. Each of the Grantors 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 “**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 a 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 ABL Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment and performance of all ABL Obligations of the Grantors 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 ABL 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. Each of the Grantors authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, the Registrar of Trademarks for CIPO 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. Each of the Grantors 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 means 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.

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IN WITNESS WHEREOF, each of the Grantors 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:
Dakota Fluid Power, Inc.
3409 N. Lewis Ave.
Sioux Falls, SD 57104

HAMPTON RUBBER COMPANY

By 

Name: Craig Osborne
Title: Vice President

Address for Notices:
Hampton Rubber Company
125 McCarty Street
Houston, TX 77029

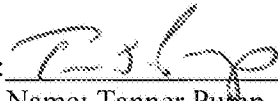
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT]

#62288104

TRADEMARK
REEL: 006519 FRAME: 0928

Collateral Agent:

BANK OF AMERICA, N.A., as Collateral Agent

By:  _____
Name: Tanner Pump
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT]

#62288104

TRADEMARK
REEL: 006519 FRAME: 0929

Schedule A

Patents and Patent Applications

None.

Schedule B

Trademark and Service Mark Registrations and Applications

Owner	Trademark	Country	Filing Date	Serial No.	Registration Date	Registration No.
Dakota Fluid Power, Inc.	FILTERPAK	US	October 18, 2012	85757341	November 5, 2013	4427890
Dakota Fluid Power, Inc.	airCARE	US	January 22, 2016	86883469	October 4, 2016	5053353
Dakota Fluid Power, Inc.	FeedLok	US	January 10, 2012	85513112	July 30, 2013	4377248
Dakota Fluid Power, Inc.	MobileStar	US	November 14, 2017	87683884	August 28, 2018	5549157
Dakota Fluid Power, Inc.	Prairie Truck Equipment	State (ND)	-	32057100	July 9, 2012	32057100
Dakota Fluid Power, Inc.	PTE	State (ND)	-	32061100	July 9, 2012	32061100
Hampton Rubber Company	ONGUARD ACTIVE	CA	October 13, 2016	1804674	n/a	n/a
Hampton Rubber Company	ONGUARD HOSE MANAGEMENT SERVICES	CA	October 13, 2016	1804677	n/a	n/a
Hampton Rubber Company	ONGUARD ARMOR	CA	October 13, 2016	1804676	n/a	n/a
Hampton Rubber Company	ONGUARD	CA	October 13, 2016	1804675	May 17, 2018	TMA996980
Hampton Rubber Company	ONGUARD ALERT	CA	October 13, 2016	1804678	May 17, 2018	TMA996981

Schedule C
Copyright Registrations

None.

Schedule D

Agreements Granting Any Exclusive Right in or to any Registered Copyright

None.