

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EN ENGINEERING, L.L.C.		08/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 West Washington St, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2779229	EN ENGINEERING	
Registration Number:	2843670	ENE	
Serial Number:	88377689	EN AUTOMATION	
Serial Number:	88377395	EN AUTOMATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043317445		
Email:	aryane.garansi@klgates.com		
Correspondent Name:	Aryane Garansi		
Address Line 1:	214 North Tryon Street		
Address Line 2:	Hearst Tower, 47th Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	0516895.01208		
NAME OF SUBMITTER:	Aryane Garansi		
SIGNATURE:	/Aryane Garansi/		
DATE SIGNED:	08/08/2019		
Total Attachments: 5			

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Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien/Second Lien Intercreditor Agreement referred to below), including liens and security interests granted to ARES CAPITAL CORPORATION, as administrative agent and collateral agent (in such capacities, the "Initial Senior Agent"), pursuant to or in connection with the First Lien Credit Agreement, dated as of August 8, 2019 (as amended, restated, amended and restated, extended, supplemented, Refinanced and/or otherwise modified from time to time to the extent permitted under the First Lien/Second Lien Intercreditor Agreement), among KENE INTERMEDIATE II, INC., a Delaware limited liability company ("Holdings"), KENE ACQUISITION, INC., a Delaware limited liability company (the "Borrower"), each lender and other party from time to time party thereto and the Initial Senior Agent, and (ii) the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of August 8, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"), among the Initial Senior Agent, the Initial Second Priority Representative, and each additional Representative party from time to time party thereto and acknowledged and agreed to by Holdings, the Borrower and their subsidiaries party from time to time thereto. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of August 8, 2019, by and among **EN ENGINEERING, L.L.C.** ("Grantor") and **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Second Lien Pledge and Security Agreement, dated as of August 8, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the "Second Lien Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Second Lien Security Agreement), Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of August 8, 2019 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EN ENGINEERING, L.L.C.

By: 

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Name: Anil Arora

Title: CFO & Vice President

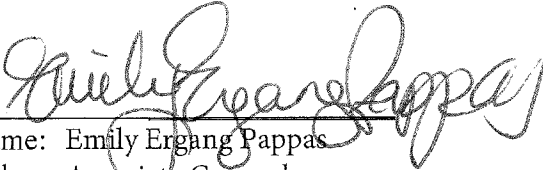
[Signature Page to 2L Trademark Security Agreement]

TRADEMARK
REEL: 006716 FRAME: 0051

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By:




Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature page to 2L Trademark Security Agreement]

TRADEMARK
REEL: 006716 FRAME: 0052

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Owner</u>
EN ENGINEERING	N/A	2779229	EN Engineering, L.L.C.
	N/A	2843670	EN Engineering, L.L.C.
	88/377689	N/A	EN Engineering, L.L.C.
EN AUTOMATION	88/377395	N/A	EN Engineering, L.L.C.