

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546686

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engineered Machined Products, Inc.		10/23/2019	Corporation: MICHIGAN
EMP Advanced Development, LLC		10/23/2019	Limited Liability Company: MICHIGAN

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4011504	OIL MATE
Registration Number:	2285431	POWERING THE FUTURE
Registration Number:	4455319	MINI-HYBRID
Registration Number:	5618222	SMARTFLOW
Serial Number:	87617113	SMARTRAC
Registration Number:	5578297	EMPRECISION
Registration Number:	5578296	EMPREDICT

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-19070)

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

TRADEMARK

ATTORNEY DOCKET NUMBER:	074658-19070
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/25/2019

Total Attachments: 6

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GRANT OF A SECURITY INTEREST – TRADEMARKS AND PATENTS

WHEREAS, Engineered Machined Products, Inc., a Michigan corporation (“EMP”) and EMP Advanced Development, LLC, a Michigan limited liability company (“EMP Advanced” and together with EMP, collectively and individually, the “Grantor”) has adopted, used and is using, and holds all right, title and interest in and to, as applicable, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”) and holds all right, title and interest in, as applicable, the letter patents, design patents and utility patents listed on the attached Schedule B, which patents are issued or applied for in the United States Patent and Trademark Office (the “Patents”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 23, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of PNC Bank, National Association, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Grantee”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signatures to follow]

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 23, 2019.

ENGINEERED MACHINED PRODUCTS,
INC., a Michigan corporation

By: 
Name: Brandon Larche
Title: President

STATE OF Michigan
ss.:
COUNTY OF Delta

On this 23 day of October, 2019, before me personally came Brandon Larche, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of ENGINEERED MACHINED PRODUCTS, INC, a Michigan corporation, and that he executed the foregoing instrument, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said corporation for the uses and purposes therein mentioned.


[NOTARY SEAL]

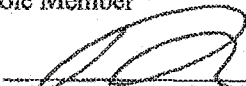
AUTUMN PIFKE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF DELTA
My Commission Expires Nov. 2, 2023
Acting in the County of Delta

Delta

GRANTOR:

**EMP ADVANCED DEVELOPMENT, LLC, a
Michigan limited liability company**

By: Engineered Machined Products, Inc., its
Sole Member

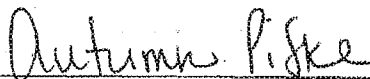
By: 
Name: Brandon Larche
Title: President

STATE OF Michigan

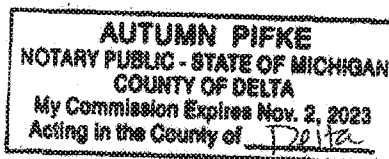
ss.:

COUNTY OF Delta

On this 23 day of October, 2019, before me personally came Brandon Larche, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of ENGINEERED MACHINED PRODUCTS, INC., a Michigan corporation, the Sole Member of EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company, and that he executed the foregoing instrument, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said company for the uses and purposes therein mentioned.



[NOTARY SEAL]



DELTA

SCHEDULE A TO GRANT OF A SECURITY INTEREST IN TRADEMARKS AND PATENTS

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
OIL MATE	US	4011504	08/16/2011	Registered	EMP Advanced
POWERING THE FUTURE	US	2,285,431	10/12/1999	Registered	EMP Advanced
MINI-HYBRID	US	4455319	12/24/2013	Registered	EMP Advanced
SMARTFLOW	US	5618222	11/27/2018	Registered	EMP Advanced
SMARTTRAC	US	87617113	9/21/2017	Pending	EMP Advanced
EMPRECISION	US	5578297	10/09/2018		EMP Advanced
EMPREDICT	US	5578296	10/09/2018		EMP Advanced

SCHEDULE B TO GRANT OF A SECURITY INTEREST IN TRADEMARKS AND PATENTS

TITLE	COUNTRY	PUB NO./ PATENT NO.	PUB DATE/ISSUE DATE	STATUS	Owner
THERMAL MANAGEMENT SYSTEM AND METHOD FOR A HEAT PRODUCING SYSTEM	US	7,267,086	09/11/2007	Issued	EMP Advanced
THERMAL MANAGEMENT SYSTEM FOR A VEHICLE	US	7,454,896	11/25/2008	Issued	EMP Advanced
AUXILIARY FILTRATION SYSTEM AND FILTERING METHOD	US	6,736,965	05/18/2004	Issued	EM-MI
FLUID PUMP HAVING AN ISOLATED STATOR ASSEMBLY	US	6,702,555	03/09/2004	Issued	EMP Advanced
FLUID VALVE	US	7,412,948	8/19/2008	Issued	EMP Advanced
FLUID VALVE	US	7,343,882	3/18/2008	Issued	EMP Advanced

TITLE	COUNTRY	PUB NO./ PATENT NO.	PUB DATE/ISSUE DATE	STATUS	Owner
COOLING SYSTEM AND METHOD FOR COOLING A HEAT PRODUCING SYSTEM	US	7,406,835	8/5/2008	Issued	EMP Advanced
COOLING SYSTEM AND METHOD FOR COOLING A HEAT PRODUCING SYSTEM	US	7,484,378	2/3/2009	Issued	EMP Advanced
ROTARY AXIAL FAN ASSEMBLY	US	7,484,925	2/3/2009	Issued	EMP Advanced
THERMAL MANAGEMENT SYSTEM AND METHOD FOR A VEHICLE	US	15/235526	8/12/2016	Pending	EMP-MI
SYSTEM AND METHOD FOR COLLING FAN CONTROL	US	15/235618	8/12/2016	Pending	EMP-MI
GPS FAN CONTROL	US	62/889287	8/20/19-Filed	Pending	EMP-MI