

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POWER PACKER NORTH AMERICA, INC.		10/31/2019	Corporation: DELAWARE
B.W. ELLIOTT MANUFACTURING CO., LLC		10/31/2019	Limited Liability Company: NEW YORK
WEASLER ENGINEERING, INC.		10/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent
Street Address:	Two Tower Center Boulevard
City:	East Brunswick
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0817739	POWER-PACKER
Registration Number:	1791381	DATCON
Registration Number:	4894684	SMART INSTRUMENT
Registration Number:	3020224	STEWART WARNER
Registration Number:	3045228	SW
Registration Number:	2997983	SW
Registration Number:	3001546	SW
Registration Number:	3035853	SW STEWART WARNER
Registration Number:	2918903	WINGS
Registration Number:	3076115	
Registration Number:	3076116	WEASLER

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

Phone: 800-713-0755
Email: james.murray@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Corenda R. Lewis

SIGNATURE: /Corenda R. Lewis/

DATE SIGNED: 11/01/2019

Total Attachments: 7

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ABL TRADEMARK SECURITY AGREEMENT

ABL Trademark Security Agreement, dated as of October 31, 2019 (this “**ABL Trademark Security Agreement**”), by Power Packer North America, Inc., Maxima Technologies & Systems, LLC and Weasler Engineering, Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of PNC Bank, National Association, in its capacity as Administrative Agent pursuant to the ABL Credit Agreement (as defined in the ABL Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to an ABL Security Agreement dated as of October 31, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Security Agreement**”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this ABL Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the ABL Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative 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 Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The ABL Security Agreement. The security interest granted pursuant to this ABL Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the ABL Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the ABL Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this ABL Trademark Security Agreement is deemed to conflict with the ABL Security Agreement, the provisions of the ABL Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the ABL Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor or any Collateral of any Grantor under this ABL Trademark Security Agreement, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in

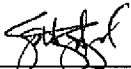
writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this ABL Trademark Security Agreement.

SECTION 5. Counterparts. This ABL Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this ABL Trademark Security Agreement by signing and delivering one or more counterparts.

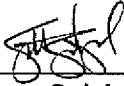
SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

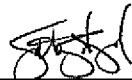
POWER PACKER NORTH AMERICA, INC.

By: 
Name: R. Scott Spielvogel
Title: President


B.W. ELLIOTT MANUFACTURING CO., LLC

By: 
Name: R. Scott Spielvogel
Title: President

WEASLER ENGINEERING, INC.

By: 
Name: R. Scott Spielvogel
Title: President

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Sara V. Traberman
Title: Senior Vice President

[Signature Page to ABL Trademark Security Agreement]

TRADEMARK
REEL: 006785 FRAME: 0311

Schedule I
Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Power Packer North America, Inc.	0817739	POWER-PACKER
Maxima Technologies & Systems, LLC	1791381	DATCON
Maxima Technologies & Systems, LLC	4894684	SMART INSTRUMENT
Maxima Technologies & Systems, LLC	3020224	STEWART WARNER
Maxima Technologies & Systems, LLC	3045228	SW & DESIGN
Maxima Technologies & Systems, LLC	2997983	SW & DESIGN
Maxima Technologies & Systems, LLC	3001546	SW LOGO
Maxima Technologies & Systems, LLC	3035853	SW STEWART WARNER & DESIGN
Maxima Technologies & Systems, LLC	2918903	WINGS
Weasler Engineering, Inc.	3076115	CIRCULAR DESIGN
Weasler Engineering, Inc.	3076116	WEASLER

Applications:

None.