

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Magnetrol International, Incorporated		12/09/2019	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	1 Franklin Street
<b>Internal Address:</b>	Suite 2800
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4121555	AURORA
Serial Number:	87694843	BLUETECH
Serial Number:	73233086	ECHOTEL
Serial Number:	75383463	ECLIPSE
Serial Number:	76465243	INNOVATIVE FUSION
Serial Number:	76465242	INNOVATIVE SOLUTIONS
Serial Number:	76296340	JUPITER
Serial Number:	73462700	KOTRON
Registration Number:	1236112	MAGNETROL
Serial Number:	72075753	MODULEVEL
Serial Number:	76373103	ORION INSTRUMENTS
Serial Number:	85896211	POLARIS ELECTROMAGNETIC FLOW METER
Registration Number:	1360369	PROOF-ER
Serial Number:	76455914	PULSAR
Serial Number:	85793976	REVEAL
Serial Number:	76669593	SOLITEL
Registration Number:	1677467	
Serial Number:	74413565	THERMATEL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1360368	TUFFY

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 312-2423299  
**Email:** tgarcia@hmblaw.com  
**Correspondent Name:** Tina Garcia  
**Address Line 1:** 500 W. Madison St., Ste. 3700  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Katherine A. Attebery
<b>SIGNATURE:</b>	/s/ Katherine A. Attebery
<b>DATE SIGNED:</b>	12/23/2019

**Total Attachments: 15**

source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page1.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page2.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page3.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page4.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page5.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page6.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page7.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page8.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page9.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page10.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page11.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page12.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page13.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page14.tif  
source=EXECUTED Rider to Security Agreement - Trademarks (Magnetrol)#page15.tif

# Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of this 9th day of December, 2019, by and between MAGNETROL INTERNATIONAL, INCORPORATED, a Delaware corporation (the “Grantor”) with an address at 705 Enterprise Street, Aurora, Illinois 60504 and PNC BANK, NATIONAL ASSOCIATION (the “Bank”), with an address at 1 Franklin Street, Suite 2800, Chicago, Illinois. This Rider is incorporated into and made part of that certain Security Agreement (“Security Agreement”) among, *inter alios*, the Grantor and the Bank dated December 9, 2019, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the registered trademarks, service marks and trade names listed on Schedule A attached hereto and made part hereof (all such marks or names hereinafter referred to as the “Trademarks”).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** The Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, have not been adjudged invalid or unenforceable, and to the best of the Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Grantor not to sue third persons; (d) the Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (f) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or

otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. **Verification of Quality Control.** The Grantor hereby grants to the Bank and its employees and agents the right to visit the Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor's compliance with paragraph 2(f).

4. **Covenants.** The Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect in the ordinary course of business; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if the Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. **No Additional Trademarks.** As of the date hereof, the Grantor does not have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8 **Pledge of Additional Trademarks.** In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Bank a power of attorney, irrevocable

until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

**9. Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while the Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

**10. Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

**11. Inconsistent with Security Agreement.** All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

**12. Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

**13. Prosecution of Trademark Applications.**

(a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, the Grantor shall make federal application on registrable but unregistered trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said

Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

**14. Responsibility and Liability.** The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Bank.

**15. Bank's Rights.** The Bank may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

**16. Protection of the Trademarks.** The Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

**17. Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Bank's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

**18. Governing Law.** **THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.**

19. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

**MAGNETROL INTERNATIONAL,  
INCORPORATED**

By: 

Name: Jeffrey K. Swallow

Title: President

**PNC BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF Illinois )  
 )  
COUNTY OF Cook ) ss:

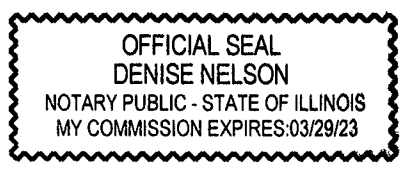
On this, the 5 day of December, 2019, before me, a Notary Public, the undersigned officer, personally appeared Jeffrey K Swallow, who acknowledged himself/herself to be the President + CEO of MAGNETROL INTERNATIONAL, INCORPORATED, a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Denise Nelson  
Notary Public

My commission expires: 29 Mar 2023

Denise Nelson  
Print Name



WITNESS the due execution hereof as a document under seal, as of the date first written above.

WITNESS / ATTEST:

**MAGNETROL INTERNATIONAL,  
INCORPORATED**

By: \_\_\_\_\_

Name: Jeffrey K. Swallow

Title: President

**PNC BANK, NATIONAL ASSOCIATION**

By:   
(SEAL)

Print Name: Amanda Pearlstein

Title: Assistant Vice President

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

ss:

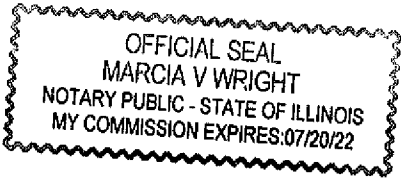
On this, the 6<sup>th</sup> day of DECEMBER, 2019, before me, a Notary Public, the undersigned officer, personally appeared Amanda Pearlstein, who acknowledged himself/herself to be the Assistant Vice President of PNC BANK, NATIONAL ASSOCIATION and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Marcia V Wright  
Notary Public

My commission expires: 7/20/22

MARCIA V WRIGHT  
Print Name



**SCHEDULE A**

<b>TRADEMARK</b>	<b>APPLICATION OR REGISTRATION NO.</b>	<b>COUNTRY</b>	<b>REGISTRATION OR FILING DATE</b>
AURORA	85/398,075 4,121,555	USA	APRIL 3, 2012
BLUETECH	87/694,843	USA	NOVEMBER 22, 2017 (APPLICATION FILED)
CORPORATE LOGO	95/06123	MALAYSIA	MARCH 11, 1998
ECHOTEL	53272 408284	BENELUX COUNTRIES	OCTOBER 29, 1985
ECHOTEL	539,419 313,140	CANADA	APRIL 11, 1986
ECHOTEL	167726	EUROPEAN UNION COUNTRIES	SEPTEMBER 18, 1998
ECHOTEL	660017	INDIA	MARCH 25, 2008
ECHOTEL	1239265 B 1,239,265	UNITED KINGDOM	JULY 10, 1987
ECHOTEL	73/233,086 1,153,773	USA	MAY 12, 1981
ECLIPSE	75/383,463 2,645,996	USA	NOVEMBER 5, 2002
INNOVATIVE FUSION	76/465,243 2,829,391	USA	APRIL 6, 2004
INNOVATIVE SOLUTIONS AND DESIGN	76/465,242 2,750,129	USA	AUGUST 12, 2003
JUPITER	76/296,340 2,602,805	USA	JULY 30, 2002
KOTRON	53273 408285	BENELUX COUNTRIES	JULY 4, 1986
KOTRON	539,418 322,584	CANADA	JANUARY 9, 1987
KOTRON	167734	EUROPEAN UNION COUNTRIES	DECEMBER 22, 2000
KOTRON	660018	INDIA	JANUARY 23, 2004
KOTRON	1239266	UNITED KINGDOM	APRIL 24, 1987
KOTRON	73/462,700 1,611,045	USA	AUGUST 28, 1990
M LOGO	1.806.207 2650771	ARGENTINA	JULY 30, 1993
M LOGO	6632845	CHINA	MAY 14, 2010
M LOGO (STRIPES & DESIGN)	681,559 TMA 409,083	CANADA	CANADA
MAGNETROL	864,962	ARGENTINA	APRIL 7, 1971

	2667587		
MAGNETROL	338,718 A338,718	AUSTRALIA	SEPTEMBER 23, 1982
MAGNETROL	24762 96,388	BENELUX COUNTRIES	JUNE 5, 1974
MAGNETROL	817877428	BRAZIL	JUNE 2, 1998
MAGNETROL	257,236 TMA121,974	CANADA	APRIL 28, 1961
MAGNETROL	674,367 393,328	CANADA	JANUARY 24, 1992
MAGNETROL	6795000	CHINA	FEBRUARY 14, 2014
MAGNETROL	167759	EUROPEAN UNION	SEPTEMBER 18, 1998
MAGNETROL	71,711 1313287	FRANCE	JUNE 19, 1960
MAGNETROL	253/81 19820966	HONG KONG	JANUARY 27, 1981
MAGNETROL	360647	INDIA	FEBRUARY 28, 1983
MAGNETROL	54/65 899704	ITALY	MAY 9, 1963
MAGNETROL	90296/1978 1,626,990	JAPAN	OCTOBER 27, 1983
MAGNETROL	80-9052 76841	KOREA	JUNE 26, 1981
MAGNETROL	95/0612	MALAYSIA	FEBRUARY 27, 1998
MAGNETROL	115,306 210,355	MEXICO	FEBRUARY 8, 1978
MAGNETROL	134,826	NEW ZEALAND	MAY 25, 1983
MAGNETROL	1339/81 T81/01339J	SINGAPORE	JANUARY 12, 1985
MAGNETROL	80/7097	SOUTH AFRICA	NOVEMBER 12, 1982
MAGNETROL	1982/60 100,499	SWEDEN	JUNE 30, 1961
MAGNETROL	4548/70 164572	TAIWAN	NOVEMBER 30, 1981
MAGNETROL	806,633	UNITED KINGDOM	JUNE 1, 1960
MAGNETROL	363,799 1,236,112	USA	MAY 3, 1983
MAGNETROL	4903-82 116.911-F	VENEZUELA	APRIL 18, 1986
MAGNETROL AND M LOGO	1.754.751 2576417	ARGENTINA	DECEMBER 31, 1992
MAGNETROL INTERNATIONAL, INCORPORATED	257,438	CHINA	JULY 30, 1986
MAGNETROL LOGO	816252335	BRAZIL	JULY 4, 1995
MAGNETROL LOGO	18.842-91	VENEZUELA	AUGUST 19, 1994

	F-165123		
MODULEVEL	198861	EUROPEAN UNION	JULY 10, 1998
MODULEVEL	660013	INDIA	MARCH 28, 2008
MODULEVEL	72/075,753 690,220	USA	DECEMBER 22, 1959
ORION INSTRUMENTS AND DESIGN	76/373,103 2,779,058	USA	NOVEMBER 4, 2003
POLARIS	85/896,211 4,618,233	USA	OCTOBER 7, 2014
PROOF-ER	530,594 1,360,369	USA	SEPTEMBER 17, 1985
PULSAR	76/455,914 2,811,545	USA	FEBRUARY 3, 2004
REVEAL	85/793,976 4,371,800	USA	JULY 23, 2013
SMART EZ	660015	INDIA	MARCH 28, 2008
SMART EZ MODULEVEL	660016	INDIA	SEPTEMBER 16, 2006
SOLITEL	76/669,593 3,296,154	USA	SEPTEMBER 25, 2007
STYLIZED LOGO	167692	EUROPEAN UNION	AUGUST 21, 1998
STYLIZED LOGO DESIGN	660020	INDIA	JULY 1, 2008
STYLIZED LOGO DESIGN	74/157,178 1,677,467	USA	MARCH 3, 1992
THERMATEL	332106	EUROPEAN UNION	JANUARY 27, 1999
THERMATEL	660011	INDIA	DECEMBER 24, 2003
THERMATEL	74/413,565 1,851,350	USA	AUGUST 30, 1994
TUFFY	320895	EUROPEAN UNION	JANUARY 27, 1999
TUFFY	660021	INDIA	MARCH 25, 2008
TUFFY	530,593 1,360,368	USA	SEPTEMBER 17, 1985

## TRADEMARK ASSIGNMENT

**WHEREAS**, MAGNETROL INTERNATIONAL, INCORPORATED (the “**Grantor**”) is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the “**Trademarks**”), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

**WHEREAS**, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 1 Franklin Street, Suite 2800, Chicago, Illinois, identified as the “**Bank**” under that certain Rider to Security Agreement - Trademarks (the “**Rider**”) of even date herewith (the “**Grantee**”) is desirous of acquiring said Trademarks;

**WHEREAS**, the Grantee has a security interest in the assets of the Grantor adequate to carry on the business of the Grantor; and

**WHEREAS**, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of December 9, 2019 by and between the Grantor and the Grantee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

**IN WITNESS WHEREOF**, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this 9<sup>th</sup> day of December, 2019.

WITNESS / ATTEST:

**MAGNETROL INTERNATIONAL,  
INCORPORATED**

By: \_\_\_\_\_

Name: Jeffrey K. Swallow

Title: President

WITNESS / ATTEST:

**MAGNETROL INTERNATIONAL,  
INCORPORATED**

By: 

Name: Jeffrey K. Swallow

Title: President

- 11 -

[Signature page to Rider to Security Agreement (Magnetrol)]

Form 10H – Multistate Rev. 6/17

**TRADEMARK**  
**REEL: 006824 FRAME: 0575**



STATE OF Illinois )  
 )  
COUNTY OF Cook )

ss:

On this, the 5 day of December, 2019, before me, a Notary Public, the undersigned officer, personally appeared Jeffrey K. Swallow, who acknowledged himself/herself to be the President & CEO of MAGNETROL INTERNATIONAL, INCORPORATED, a Delaware corporation, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Denise Nelson  
Notary Public

My commission expires: 29 Mar 2023

Denise Nelson  
Print Name

