

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLIMAX PORTABLE MACHINE TOOLS, INC.		12/19/2019	Corporation: OREGON
H & S TOOL HOLDINGS, LLC		12/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5914761	TURN-AROUND-TESTER	
Registration Number:	5760776	SMARTEST	
Registration Number:	5675735	HYDROPRO	
Registration Number:	5488397	BOILER GUN	
Registration Number:	5190964	SPEED FACER	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.339		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$140.00 5914761

SIGNATURE:	/njb/
DATE SIGNED:	01/03/2020
Total Attachments: 5 source=Climax Trademark_Security_Agreement#page1.tif source=Climax Trademark_Security_Agreement#page2.tif source=Climax Trademark_Security_Agreement#page3.tif source=Climax Trademark_Security_Agreement#page4.tif source=Climax Trademark_Security_Agreement#page5.tif	

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2019, by the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 1, 2015 by and among Climax Portable Machine Tools, Inc., an Oregon corporation ("Climax"), CPMT Intermediate Holdings Corp., a Delaware corporation ("Intermediate"), H & S Tool Holdings, LLC, a Delaware limited liability company ("H&S"), and Climax PMWS LLC, an Oregon limited liability company ("PMWS"), together with Climax, Intermediate and H&S, collectively, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Credit Agreement"), as amended and restated by that certain Amended and Restated Credit Agreement dated as of the date hereof, by and among Borrowers, Agent and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders agreed to provide credit facilities for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the credit facilities available as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of October 1, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Original Collateral Agreement"), as amended and restated by that certain Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Original Collateral Agreement, each Grantor executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Trademark Security Agreement dated as of October 1, 2015 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, each Grantor and Agent desire to supplement the Trademark Security Agreement on the term set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest, subject only to Permitted Liens (as defined in the Credit Agreement), in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"; provided, that, Trademark Collateral shall not include any Excluded Property):

(a) all of its registered Trademarks set forth on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

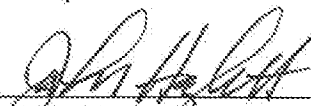
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[signature page follows]

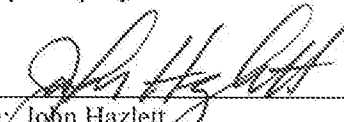
IN WITNESS WHEREOF, each Grantor has caused this Supplement to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

CLIMAX PORTABLE MACHINE TOOLS, INC., an Oregon corporation

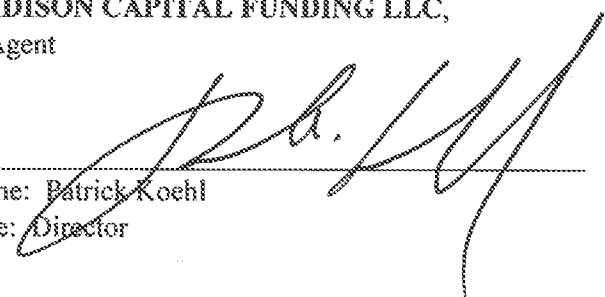
By: 
Name: John Hazlett
Title: Vice President

H & S TOOL HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: John Hazlett
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Patrick Koehl
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Application Number	Registration Number	Date of Application	Date of Registration
Climax Portable Machine Tools, Inc.	TURN-AROUND TESTER	88/425315	5914761	05/10/19	11/19/19
Climax Portable Machine Tools, Inc.	SMARTTEST	87/871236	5760776	04/10/18	05/28/19
Climax Portable Machine Tools, Inc.	HYDROPRO	87/203845	5675735	10/14/16	02/12/19
H & S Tool Holdings, LLC	BOILER GUN	87/289573	5488397	01/04/17	06/05/18
H & S Tool Holdings, LLC	SPEED FACER	87/180526	5190964	09/22/16	04/25/17