

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565795

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MWE Holdings LLC		03/06/2020	Limited Liability Company:
Midwest Equipment Sales, LLC		03/06/2020	Limited Liability Company:
ClimateRight LLC		03/06/2020	Limited Liability Company:
MWE Investments, LLC		03/06/2020	Limited Liability Company:
Rainier Outdoor Power Equipment, LLC		03/06/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	First Commonwealth Bank
Street Address:	501 Grant Street
Internal Address:	Suite 250
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Chartered Bank: PENNSYLVANIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5883156	20V+
Registration Number:	5874412	40VMAX+
Registration Number:	4440194	SOLI-CORE
Registration Number:	4062676	NIGHTHAWK
Registration Number:	4059220	DURA-FLEX
Registration Number:	5693815	RAINIER
Registration Number:	4231761	CLIMATERIGHT

CORRESPONDENCE DATA

Fax Number: 4123942555

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: 4123947767

Email: traip@clarkhill.com

TRADEMARK

Correspondent Name: Paul D. Bangor, Jr.
Address Line 1: 301 Grant Street, 14th floor
Address Line 2: One Oxford Centre
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER: Paul D. Bangor, Jr.

SIGNATURE: /Paul D. Bangor, Jr./

DATE SIGNED: 03/06/2020

Total Attachments: 3

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NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

March 6, 2020

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks (other than "intent-to-use" applications) listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the other Guarantors (as defined therein) party thereto, the Banks (as defined therein) party thereto and First Commonwealth Bank, as administrative agent for the Banks (in such capacity, the "Agent"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Agent (for itself and for the benefit of the Banks); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent (for itself and for the benefit of the Banks), a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm their grant to the Agent (for itself and for the benefit of the Banks) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.

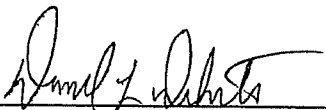
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent (for itself and for the benefit of the Banks) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Agent's address is 501 Grant Street, Suite 250, Pittsburgh, Pennsylvania 15219.


IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal.

GRANTORS:

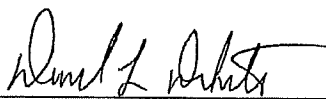
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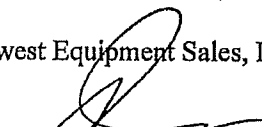
MWE Holdings LLC

By:  (SEAL)
Murad A. Beg, President

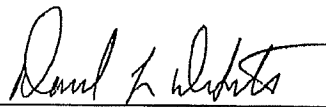
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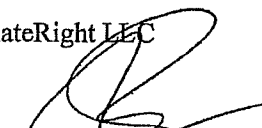
Midwest Equipment Sales, LLC

By:  (SEAL)
Murad A. Beg, President

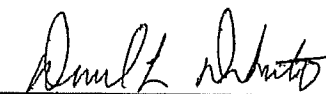
WITNESS:




ClimateRight LLC

By:  (SEAL)
Murad A. Beg, President

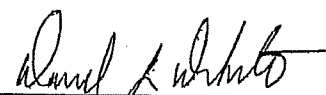
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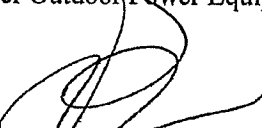
MWE Investments, LLC

By:  (SEAL)
Murad A. Beg, President

WITNESS:



Rainier Outdoor Power Equipment, LLC


By:  (SEAL)
Murad A. Beg, President

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SCHEDULE A

TRADEMARKS

Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Filed</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Owner</u>
20V+	US	3/18/19	88344151	10/15/19	5883156	Registered	Midwest Equipment Sales, LLC
40VMAX+	US	4/24/19	88399596	10/1/19	5874412	Registered	Midwest Equipment Sales, LLC
SOLI-CORE	US	4/21/13	85910165	11/26/13	4440194	Registered; not to be renewed (rights expire 5/26/2020)	Midwest Equipment Sales, LLC
	US	3/19/11	85271467	11/29/11	4062676	Registered	Midwest Equipment Sales, LLC
DURA-FLEX	US	3/3/11	85257241	11/22/11	4059220	Registered	Midwest Equipment Sales, LLC
Rainier	US	6/26/18	88015979	3/15/19	5693815	Registered	Rainier Outdoor
CLIMATERIGHT	US	2/13/12	76710609	10/30/12	4231761	Registered	ClimateRight LLC

Unregistered Trademarks

None.

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