

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565905

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MWE HOLDINGS LLC		03/06/2020	Limited Liability Company: DELAWARE
MIDWEST EQUIPMENT SALES, LLC		03/06/2020	Limited Liability Company: OHIO
CLIMATERIGHT LLC		03/06/2020	Limited Liability Company: OHIO
MWE INVESTMENTS, LLC		03/06/2020	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RAINIER OUTDOOR POWER EQUIPMENT, LLC		
<b>Street Address:</b>	777 MANOR PARK DRIVE		
<b>City:</b>	COLUMBUS		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43228		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5883156	20V+	
<b>Registration Number:</b>	5874412	40VMAX+	
<b>Registration Number:</b>	4440194	SOLI-CORE	
<b>Registration Number:</b>	4062676	NIGHTHAWK	
<b>Registration Number:</b>	4059220	DURA-FLEX	
<b>Registration Number:</b>	5693815	RAINIER	
<b>Registration Number:</b>	4231761	CLIMATERIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	216-586-3939		
<b>Email:</b>	samieyal@JonesDay.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	Melissa D. Waite		

CH \$190.00 5883156

**Address Line 1:** 901 LAKESIDE AVENUE  
**Address Line 2:** JONES DAY  
**Address Line 4:** CLEVELAND, OHIO 44114-1190

**ATTORNEY DOCKET NUMBER:** 629339-610004

**NAME OF SUBMITTER:** MELISSA D. WAITE

**SIGNATURE:** /MELISSA D. WAITE/

**DATE SIGNED:** 03/09/2020

**Total Attachments: 4**

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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 Note Purchase Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Note Purchase Agreement"), by and among the Grantors, the other Issuers (as defined therein) party thereto, the other Guarantors (as defined therein) party thereto, the Purchasers (as defined therein) party thereto and Tecum Capital Partners II, L.P., as administrative agent for the Purchasers (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 Purchasers); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent (for itself and for the benefit of the Purchasers), 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 Note Purchase 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 Purchasers) 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 Purchasers) 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 8000 Brooktree Road, Suite 310, Wexford, Pennsylvania 15090.

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

**GRANTORS:**

MWE Holdings LLC

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

Name: Murad A. Beg

Title: President

Midwest Equipment Sales, LLC

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

Name: Murad A. Beg

Title: President

ClimateRight LLC

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

Name: Murad A. Beg

Title: President

MWE Investments, LLC

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

Name: Murad A. Beg

Title: President

Rainier Outdoor Power Equipment, LLC

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

Name: Murad A. Beg


Title: President

Notice of Security Interest U.S. Trademarks

**TRADEMARK**  
**REEL: 006885 FRAME: 0247**

**SCHEDULE A**  
**TRADEMARKS**

Registered Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
20V+	US	3/18/19	88344151	10/15/19	5833156	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 Power Equipment, LLC
CLIMATERIGHT	US	2/13/12	76710609	10/30/12	4231761	Registered	ClimateRight, LLC

Unregistered Trademarks

None.

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