

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588944

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Systems, LLC		06/29/2020	Limited Liability Company: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association, as Admin. Agent		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	4th Fl (P7-PFSC-04-L)		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1006596	AUTODOK	
<b>Registration Number:</b>	4185492	CENTRAAIR	
<b>Registration Number:</b>	3643370	CENTRAPOWER	
<b>Registration Number:</b>	1312053	CLEANPIT	
<b>Registration Number:</b>	1711175	DLM	
<b>Registration Number:</b>	3364490	HOLD-TITE	
<b>Registration Number:</b>	4274396	MCGUIRE	
<b>Registration Number:</b>	4274397	MCGUIRE	
<b>Registration Number:</b>	1801388	NEVERLIFT	
<b>Registration Number:</b>	2959471	POWERAMP	
<b>Registration Number:</b>	3540199	POWERHOLD	
<b>Registration Number:</b>	5309285	POWERHOOK	
<b>Registration Number:</b>	1415397	POWERHOOK	
<b>Registration Number:</b>	3542632	POWERSTOP	
<b>Registration Number:</b>	3364492	STOP-TITE	
<b>Registration Number:</b>	4571616	TPR	
<b>Registration Number:</b>	5429364	UNILOCK	
<b>Serial Number:</b>	87577128	IDOCK	
<b>TRADEMARK</b>			

OP \$490.00 1006596

Property Type	Number	Word Mark
Serial Number:	88156740	IDOCK

**CORRESPONDENCE DATA**

**Fax Number:** 8888295819

*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) 288-3549

**Email:** susan.jacoby@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 208 S. LaSalle Street

**Address Line 2:** Suite 814

**Address Line 4:** Chicago, ILLINOIS 60604

<b>NAME OF SUBMITTER:</b>	Melanie A. Fagan
<b>SIGNATURE:</b>	/Melanie A. Fagan/
<b>DATE SIGNED:</b>	07/28/2020

**Total Attachments: 7**

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## **Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of June 29, 2020 (this “Security Agreement”), is made by SYSTEMS, LLC, a Wisconsin limited liability company (the “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, as borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent have entered into that certain Credit Agreement, dated as of June 29, 2020 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor and the other “Grantors” party thereto have entered into the Guaranty and Security Agreement, dated as of June 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, collaterally assigns and collaterally transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral other than Excluded Property (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3 Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail. For avoidance of doubt, "Excluded Property" includes, without limitation, any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law.

**Section 4 Representation and Warranty.** Schedule I correctly sets forth all active U.S. applied for and U.S. federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

**Section 5 Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 6 Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**Section 7 Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

SYSTEMS, LLC

By: Brendan Gilbo  
Name: Brendan Gilbo  
Title: Executive Vice President of Finance

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name:  
Title:

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

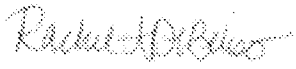
SYSTEMS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

PNC BANK, NATIONAL ASSOCIATION

  
By: \_\_\_\_\_  
Name: Rachel A. DeBeliso  
Title: Senior Vice President

**SCHEDULE I**

**Trademarks**

**TRADEMARK REGISTRATIONS**

DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
AUTODOK	1006596	3/11/1975
CENTRAAIR	4185492	8/7/2012
CENTRAPOWER	3643370	6/23/2009
CLEANPIT & Design	1312053	1/1/1985
DLM	1711175	9/1/1992
HOLD-TITE	3364490	10/23/2007
MCGUIRE	4274396	1/15/2013
MCGUIRE & DESIGN	4274397	1/15/2013
NEVERLIFT	1801388	10/26/1993
POWERAMP	2959471	6/7/2005
POWERHOLD	3540199	12/2/2008
POWERHOOK	5309285	10/17/2017
POWERHOOK & Design	1415397	10/28/1986
POWERSTOP	3542632	12/9/2008
STOP-TITE	3364492	1/8/2008
TPR	4571616	7/22/2014
UNILOCK	5429364	3/20/2018

TRADEMARK APPLICATIONS

DESCRIPTION	SERIAL NUMBER	APPLICATION DATE
iDOCK	87577128	8/21/2017
iDOCK & Design	88156740	10/16/2018