

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596917

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMRAD MANUFACTURING, LLC		07/30/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Frost Bank		
Street Address:	P.O. Box 1600		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78296		
Entity Type:	State Bank: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3141014	TURBO 200	
Registration Number:	3970243	TURBOLYTIC	
Registration Number:	3970245	EASY-START	
Registration Number:	5296349	ULTRAMET	
Serial Number:	88644606	COMPRESSOR PROTECTOR TERMINAL	
Serial Number:	88644644	CPT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7137524205		
Email:	mschwartzipdocket@jw.com		
Correspondent Name:	Clinton J. Kuykendall		
Address Line 1:	1401 McKinney Street		
Address Line 2:	Suite 1900		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	219542.00213		
NAME OF SUBMITTER:	CLINTON J. KUYKENDALL		
SIGNATURE:	/CLINTON J. KUYKENDALL/		

CH \$165.00 3141014

DATE SIGNED:

09/10/2020

Total Attachments: 11

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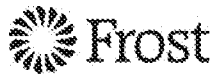
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Grantor: Vladimir, Ltd
Address: 1648 North Lake Pass
Universal City, Texas 78148
Attn: Walter Sirotiak

Lender: Frost Bank
Address: P.O. Box 1600
San Antonio, Texas 78296
Attn: Luke Healy

Grantor: AMRAD Manufacturing, LLC
Address: 1648 North Lake Pass
Universal City, Texas 78148
Attn: Walter Sirotiak

THIS **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of July 30, 2020, by and among **FROST BANK**, a Texas state bank ("Lender"), and **VLADMIR, LTD.**, a Texas limited partnership ("Vladmir"), and **AMRAD MANUFACTURING, LLC**, a Texas limited liability company ("AMRAD" and, together with Vladimir, collectively, "Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement dated of even date herewith by and among Lender and Grantor (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement and the other Loan Documents, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

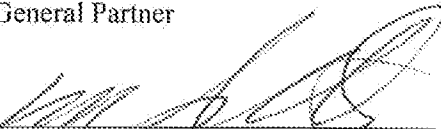
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

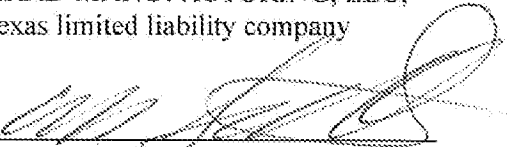
GRANTOR:

VLADMIR, LTD.,
a Texas limited partnership

By: Vladimir GP, L.L.C.,
a Texas limited liability company,
its General Partner

By: 
Walter R. Sirotiak, Manager

AMRAD MANUFACTURING, LLC,
a Texas limited liability company

By: 
Walter R. Sirotiak, Manager

LENDER:

FROST BANK,
a Texas state bank

By: _____
Luke Healy, Vice President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VLADMIR, LTD.,
a Texas limited partnership

By: Vladimir GP, L.L.C.,
a Texas limited liability company,
its General Partner

By: _____
Walter R. Sirotiak, Manager

AMRAD MANUFACTURING, LLC,
a Texas limited liability company

By: _____
Walter R. Sirotiak, Manager

LENDER:

FROST BANK,
a Texas state bank

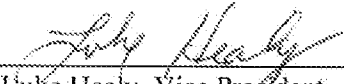
By:  _____
Luke Healy, Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B
PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CAPACITANCE MEASUREMENT DEVICE	7,619,420	11/17/2009
ELECTROLYTIC CAPACITOR	7,952,854	5/31/2011
ELECTROLYTIC CAPACITOR	8,537,522	9/17/2013
ELECTROLYTIC CAPACITOR	9,424,995	8/23/2016
ELECTROLYTIC CAPACITOR	10,056,195	8/21/2018
ELECTROLYTIC CAPACITOR	16/041,575	7/20/2018
ELECTROLYTIC CAPACITOR	16/780,497	2/3/2020
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	7,203,053	4/10/2007
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	7,474,519	1/6/2009
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	7,835,133	11/16/2010
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	8,270,143	9/18/2012
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	9,343,238	5/17/2016
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	10,249,439	4/2/2019
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	10,134,528	11/20/2018
CAPACITOR	D818,959	5/29/2018
CAPACITOR	D829,173	9/25/2018
CAPACITOR	D818,437	5/22/2018
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	10,497,520	12/3/2019
CAPACITOR	29/667,335	10/19/2018

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CAPACITOR FOR MULTIPLE REPLACEMENT APPLICATIONS	16/678,500	11/8/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	7,423,861	9/9/2008
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	7,911,762	3/22/2011
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	8,531,815	9/10/2013
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	8,891,224	11/18/2014
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	9,378,893	6/28/2016
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	9,536,670	1/3/2017
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	10,056,194	8/21/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	10,475,588	11/12/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/677,375	11/7/2019
HARD START KIT FOR MULTIPLE REPLACEMENT APPLICATIONS	8,456,795	6/4/2013
HARD START KIT FOR MULTIPLE REPLACEMENT APPLICATIONS	8,885,318	11/11/2014
HARD START KIT FOR MULTIPLE REPLACEMENT APPLICATIONS	9,324,501	4/26/2016
HARD START KIT FOR MULTIPLE REPLACEMENT APPLICATIONS	10,163,571	12/25/2018
HARD START KIT FOR MULTIPLE REPLACEMENT APPLICATIONS	16/216,508	12/11/2018
POWER FACTOR CORRECTION CAPACITORS	9,318,261	4/19/2016
POWER FACTOR CORRECTION CAPACITORS	9,496,086	11/15/2016

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POWER FACTOR CORRECTION CAPACITORS	15/276,129	9/26/2016
POWER FACTOR CORRECTION CAPACITORS	10,147,549	12/4/2018
POWER FACTOR CORRECTION CAPACITORS	16/207,930	12/3/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	9,412,521	8/9/2016
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/371,785	4/1/2019
CAPACITOR	ZL201830032013.6	6/8/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	10,147,550	12/4/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/171,205	10/25/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/780,235	2/3/2020
CAPACITOR	ZL201830032013.6	6/8/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	15/973,876	5/8/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	208608067U	3/15/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	15/974,073	5/8/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/685,007	11/15/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	208848755U	5/10/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	9,859,060	1/2/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	10,366,840	7/30/2019
HARD START KIT FOR MULTIPLE REPLACEMENT APPLICATIONS	10,497,518	12/3/2019

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HARD START KIT FOR MULTIPLE REPLACEMENT APPLICATIONS	16/219,646	12/13/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/356,711	3/18/2019
CAPACITOR	29/649,008	5/25/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/894,571	6/5/2020
CAPACITOR	29/697,780	7/11/2019
CAPACITOR	29/661,935	8/31/2018
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/742,557	1/14/2020
MAGNET FOR ATTACHMENT TO A CAPACITOR	29/695,230	6/17/2019
CAPACITOR	29/696,091	6/25/2019
CAPACITOR	188725	7/18/2019
CAPACITOR	ZL 201930341258.1	2/21/2020
CAPACITOR	MX/f/2019/003606	12/17/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	10,586,655	3/10/2020
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	16/813,427	3/9/2020
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	3079067	12/27/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	UNKNOWN	12/27/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	201922432884.9	12/30/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	MX/a/2020/004323	12/27/2019
CAPACITOR WITH MULTIPLE ELEMENTS FOR MULTIPLE REPLACEMENT APPLICATIONS	PCT/US2019/068738	12/27/2019

**EXHIBIT C
TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TURBO 200	3141014	09/12/2006
EASY-START	3970245	05/31/2011
TURBOLYTIC	3970243	05/31/2011
ULTRAMET	5296349	09/26/2017
CPT	88644644	10/07/2019
COMPRESSOR PROTECTOR TERMINAL	88644606	10/07/2019