

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM611791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M S INDUSTRIAL, LLC		11/25/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	WHITE OAK GLOBAL ADVISORS, LLC		
Street Address:	3 Embarcadero Center, Suite 550		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88208392	MID-STATE INDUSTRIAL PUMP SERVICES	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	12/01/2020		
Total Attachments: 5			
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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of November 25, 2020 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of February 8, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), between the Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 11, 2019, at Reel 6555, Frame 0796; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by amending Schedule I to the Trademark Security Agreement to add the Trademarks appearing on Exhibit A hereto, and Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantors and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral appearing on Exhibit A hereto (the "Additional Trademark Collateral"), and such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure the payment and performance of the Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral including as identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants to Agent, for the benefit of each Lending Party, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in and to the Additional Trademark Collateral; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. **THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 7 OF THE TRADEMARK SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.**

4. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other

electronic method of transmission also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

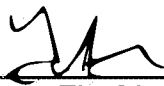
5. This Amendment is a Loan Document.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

M S INDUSTRIAL, LLC,
a Florida limited liability company

By: 
Name: Tim Liu
Title: Treasurer and Assistant Secretary

[Signature Page to Amendment Number One to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0265

AGENT:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company

By: _____

Barbara S. McKee

Name: Barbara McKee

Title: Managing Partner

[Signature Pate to Amendment Number One to Trademark Security Agreement]

TRADEMARK
REEL: 007120 FRAME: 0266

EXHIBIT A

ADDITIONAL TRADEMARK COLLATERAL

Trademarks

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
M S Industrial, LLC	USA	MID-STATE INDUSTRIAL PUMP SERVICES	App. No.: 88208392 Reg. No.: 5,957,202	App.: 11/28/2018 Reg.: 01/07/2020