

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pride Engineering, LLC		12/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, New York Branch		
Street Address:	300 Madison Avenue		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	90139344		
Registration Number:	4991314	PRIDE	
Registration Number:	5074228	INFINITE CERAMIC	
Registration Number:	5261592	TRUE PRIDE	
Registration Number:	5360121	TRUE PRIDE	
Registration Number:	3314585	PRIDE TOUCH	
Registration Number:	3386122	GUARDIAN	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		

CH \$190.00 90139344

DATE SIGNED:	12/31/2020
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 30, 2020 between the signatory hereto (the “**Grantor**”) in favor of **CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 30, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing with the exception of intent to use applications for any of the foregoing, and including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. 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 of 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.

Section 4. Governing Law. This Agreement and any claims, 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

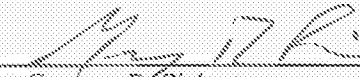
transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

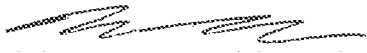
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

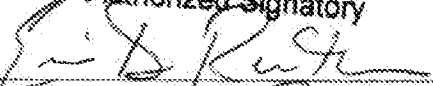
PRIDE ENGINEERING, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Gregory R. Pickert
Title: Chief Executive Officer

CANADIAN IMPERIAL BANK OF COMMERCE,
NEW YORK BRANCH,
as Collateral Agent

By: 
.....

Name:
Title: **Marc Mainelli**
Authorized Signatory



By: 
.....

Name: **Eric D. Reuther**
Title: **Authorized Signatory**

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Mark	Country	Status	App Number	App Date	Reg Number	Reg Date
Pride Engineering, LLC	<u>Design Only</u> 	USA	Pending	90139344	August 26, 2020		
Pride Engineering, LLC	<u>PRIDE and Design</u> 	USA	Registered	86630095	May 14, 2015	4991314	July 5, 2016
Pride Engineering, LLC	<u>INFINITE CERAMIC</u>	USA	Registered	86629932	May 14, 2015	5074228	November 1, 2016
Pride Engineering, LLC	<u>TRUE PRIDE</u>	USA	Registered	86629971	May 14, 2015	5261592	August 8, 2017
Pride Engineering, LLC	<u>TRUE PRIDE</u>	USA	Registered	87508731	June 28, 2017	5360121	December 19, 2017
Pride Engineering, LLC	<u>PRIDE TOUCH</u>	USA	Renewed	78883580	May 15, 2006	3314585	October 16, 2007
Pride Engineering, LLC	<u>GUARDIAN</u>	USA	Renewed	77117323	February 27, 2007	3386122	February 19, 2018