

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLANDERS ELECTRIC MOTOR SERVICE, LLC		03/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank, as Administrative Agent		
Street Address:	1180 West Peachtree Street, N.W., Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	an Alabama bank: GEORGIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3729084	ARDVARC	
Registration Number:	3729085	ARDVARC	
Serial Number:	87935090	DIGWISE	
Registration Number:	6059329	DRAGLINEWISE	
Registration Number:	5927607	DRILLWISE	
Registration Number:	4813097	F FLANDERS	
Registration Number:	4813096	FLANDERS	
Registration Number:	4790826	FREEDOM	
Serial Number:	87935057	HAULWISE	
Registration Number:	4310173	LISTEN. INNOVATE. SERVE.	
Serial Number:	87935041	SHOVELWISE	
Serial Number:	87935076	UNDERGROUNDWISE	
Registration Number:	4790827	UNITY	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4044205527		
Email:	rjk@phrd.com		
TRADEMARK			

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Correspondent Name: Rhonda J. Kenyeri, Paralegal
Address Line 1: 303 Peachtree Street, Suite 3600
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Kathleen O. Currey

SIGNATURE: /koc/

DATE SIGNED: 03/08/2021

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") dated March 1, 2021, is by and between **REGIONS BANK**, an Alabama banking corporation in its capacity as collateral and administrative agent for various financial institutions ("Lenders") having an office at 1180 West Peachtree Street, N.W., Suite 1000, Atlanta, Georgia 30309 (together with its successors in such capacity, "Administrative Agent"), and **FLANDERS ELECTRIC MOTOR SERVICE, LLC**, a Delaware limited liability company ("FEMS" or the "Company"), having its principal place of business at 8755 W. Higgins Road, Suite 650, Chicago, IL 60631.

Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions (collectively, the "Lenders", and each individually, a "Lender") that are parties from time to time to that certain Credit Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Company, certain Subsidiaries and Affiliates of the Company, Administrative Agent, Lenders, and certain other parties designated as "Borrowers," "Guarantors," or "Credit Parties" thereunder from time to time.

Administrative Agent and Lenders are willing to make loans and other financial accommodations to the Company from time to time pursuant to the terms of the Credit Agreement, provided that the Company executes this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Administrative Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of all of the Obligations and the Guaranteed Obligations (as defined in each Guaranty), the Company hereby grants, assigns and pledges to Administrative Agent, for the benefit of itself, Lenders, and the other Secured Parties, a continuing security interest in and Lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks"); provided, that Trademarks shall not include any United States "intent-to-use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Administrative Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(c) The Company has the unqualified right to enter into this Agreement and perform its terms; and

(d) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons, except Permitted Liens.

4. The Company covenants and agrees with Administrative Agent that except for Trademarks abandoned by the Company in the ordinary course of business (provided such abandonment would not be reasonably expected to have a Material Adverse Effect), the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. [Reserved].

6. Until Payment in Full of all of the Obligations, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement.

7. If, before Payment in Full of all of the Obligations, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and the Company shall give to Administrative Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Administrative Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under Applicable Law. Without limiting the generality of the foregoing, Administrative Agent may immediately, for the benefit of Lenders, without demand of performance and without other notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby

expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Administrative Agent may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Administrative Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Administrative Agent shall apply the remainder of such proceeds to the payment of the Obligations, in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after Payment in Full of all of the Obligations shall be paid over to the Company. If any deficiency shall arise, each Borrower and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. The Company hereby makes, constitutes and appoints Administrative Agent, and any officer or agent of Administrative Agent as Administrative Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse the Company's name on all applications, documents, papers and instruments necessary for Administrative Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person to facilitate the exercise of remedies by Administrative Agent under the Loan Documents, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of all of the Obligations.

11. Any and all reasonable and out-of-pocket fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Administrative Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid, jointly and severally, by the Company in accordance with the Credit Agreement (it being the intent of the Company and Administrative Agent that the Company shall be responsible for the payment of all reasonable sums, fees, out-of-pocket costs and expenses relating to the Trademark Collateral, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Administrative Agent in its sole discretion, shall be reimbursed by the Company in accordance with the Credit Agreement.

12. The Company shall notify Administrative Agent in writing of any material infringements of the Trademark Collateral. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Administrative Agent, unless the Company has determined that such trademark application or Trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which

events the Company shall at the request of Administrative Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Administrative Agent to aid such enforcement, or defense, and the Company shall promptly, in accordance with the Credit Agreement, jointly and severally, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred in the exercise of Administrative Agent's rights under this Section 13.

14. If the Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Administrative Agent may discharge such obligations in the Company's name or in Administrative Agent's name, in Administrative Agent's sole discretion, but at the Company's expense, and the Company agrees, in accordance with the Credit Agreement, jointly and severally, to reimburse Administrative Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Administrative Agent in prosecuting, defending or maintaining the Trademarks or Administrative Agent's interest therein pursuant to this Agreement.

15. No course of dealing between the Company and Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Administrative Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Administrative Agent and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Administrative Agent.

20. The Company hereby waives notice of Administrative Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one agreement. Delivery of a signature page hereof by telecopy or electronic mail shall be as effective as delivery of a manually executed counterpart to Administrative Agent.


23. **To the fullest extent permitted by Applicable Law, the Company and Administrative Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank;
signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by its duly authorized representative on the day and year first above written.

COMPANY:

**FLANDERS ELECTRIC MOTOR
SERVICE, LLC,**
a Delaware limited liability company

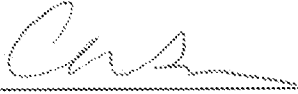
By: 
Name: **Brent Willson**
Title: Vice President, Treasurer and Secretary

[Signatures continue on the following page]

Accepted:

ADMINISTRATIVE AGENT:

REGIONS BANK,
as administrative agent

By: 





Name: **Carrie Glick**




Title: **Managing Director**

EXHIBIT A

TRADEMARKS

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
Australia	ARDVARC RN: 1254051 AN: 1254051	Australia Registered Last Status Received: Registered Office Status: Registered: Registered/protected Filed: July 25, 2008 Registered: July 25, 2008 Expiration Date: July 25, 2028	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Chile	ARDVARC RN: 843894 AN: 830740	Chile Registered Last Status Received: Registered Filed: July 28, 2008 Registered: March 12, 2009 Expiration Date: March 12, 2029	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
European Union	ARDVARC RN: 007089089 AN: 007089089	European Union Registered Last Status Received: Registered, April 20, 2009 Filed: July 25, 2008 Registered: April 8, 2009 Expiration Date: July 25, 2028	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	ARDVARC RN: 3729084 SN: 77383151	Renewed, December 22, 2019 Int'l Class: 09 First Use: December 4, 2007 Filed: January 29, 2008 Registered: December 22, 2009 Last Renewal: December 22, 2019	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Australia	ARDVARC and Design	Australia Registered	Flanders Electric Motor Service, LLC, successor by

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
	 RN: 1254052 AN: 1254052	Last Status Received: Registered Office Status: Registered: Registered/protected Filed: July 25, 2008 Registered: July 25, 2008 Expiration Date: July 25, 2028	conversion to Flanders Electric Motor Service, Inc.
Chile	ARDVARC and Design  RN: 843893 AN: 830741	Chile Registered Last Status Received: Registered Filed: July 28, 2008 Registered: March 12, 2009 Expiration Date: March 12, 2029	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
European Union	ARDVARC and Design  RN: 007089816 AN: 007089816	European Union Registered Last Status Received: Registered, May 11, 2009 Filed: July 25, 2008 Registered: April 8, 2009 Expiration Date: July 25, 2028	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	ARDVARC and Design  RN: 3729085 SN: 77383166	Renewed, December 22, 2019 Int'l Class: 09 First Use: December 4, 2007 Filed: January 29, 2008 Registered: December 22, 2009 Last Renewal: December 22, 2019	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	DIGWISE SN: 87935090	Allowed - Intent to Use 4th Extension of Time Granted, August 18, 2020 Filed: May 24, 2018	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
United States (Federal)	DRAGLINEWISE RN: 6059329 SN: 87935070	Registered, May 19, 2020 Int'l Class: 09 First Use: February 7, 2020 Filed: May 24, 2018 Registered: May 19, 2020	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	DRILLWISE RN: 5927607 SN: 87934973	Registered, December 3, 2019 Int'l Class: 09 First Use: October 31, 2018 Filed: May 24, 2018 Registered: December 3, 2019	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	F FLANDERS (Stylized)  RN: 4813097 SN: 85483635	Registered, September 15, 2015 Int'l Class: 07,09 First Use: June, 2013 Int'l Class: 37 First Use: October 21, 2011 Filed: November 30, 2011 Registered: September 15, 2015	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Australia	F FLANDERS and Design  RN: 1519171 AN: 1519171	Australia Registered Last Status Received: Registered Office Status: Protected: Registered/protected Filed: May 30, 2012 Registered: May 30, 2012 Int'l Reg Date: May 30, 2012 Expiration Date: May 30, 2022	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Canada	F FLANDERS and Design  RN: TMA943451 AN: 1579848	Canada Registered Last Status Received: Registered, July 15, 2016 Office Status: Registered Filed: May 30, 2012 Registered: July 15, 2016 Expiration Date: July 15, 2031	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
International	F FLANDERS and Design  RN: 1130130	International Registered Last Status Received: Registered, August 19, 2013 Registered: May 30, 2012 Expiration Date: May 30, 2022	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	FLANDERS RN: 4813096 SN: 85483633	Registered, September 15, 2015 Int'l Class: 07,09 First Use: June, 2013 Int'l Class: 37 First Use: October 21, 2011 Filed: November 30, 2011 Registered: September 15, 2015	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Australia	FREEDOM RN: 1511241 AN: 1511241	Australia Registered Last Status Received: Registered Office Status: Protected: Registered/protected Filed: May 30, 2012 Registered: May 30, 2012 Int'l Reg Date: May 30, 2012 Expiration Date: May 30, 2022	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Canada	FREEDOM RN: TMA1022325 AN: 1579849	Canada Registered Last Status Received: Registered, May 23, 2019 Office Status: Registered Filed: May 30, 2012 Registered: May 23, 2019 Expiration Date: May 23, 2034	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
International	FREEDOM RN: 1124839	International Registered Last Status Received:	Flanders Electric Motor Service, LLC, successor by

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
		Registered, February 5, 2014 Registered: May 30, 2012 Expiration Date: May 30, 2022	conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	FREEDOM RN: 4790826 SN: 85483639	Registered 8 & 15, November 11, 2020 Int'l Class: 09 First Use: November, 2012 Filed: November 30, 2011 Registered: August 11, 2015	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	HAULWISE SN: 87935057	Allowed - Intent to Use 4th Extension of Time Granted, August 18, 2020 Filed: May 24, 2018	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	LISTEN. INNOVATE. SERVE. RN: 4310173 SN: 85499935	Registered 8 & 15, May 1, 2019 Int'l Class: 37,42 First Use: December 7, 2011 Filed: December 20, 2011 Registered: March 26, 2013	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	SHOVELWISE SN: 87935041	Allowed - Intent to Use 4th Extension of Time Granted, September 2, 2020 Filed: May 24, 2018	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	UNDERGROUNDWISE SN: 87935076	Allowed - Intent to Use 4th Extension of Time Granted, September 3, 2020 Filed: May 24, 2018	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Australia	UNITY RN: 1509950 AN: 1509950	Australia Registered Last Status Received: Registered Office Status: Protected: Registered/protected Filed: May 30, 2012 Registered: May 30, 2012	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
		Int'l Reg Date: May 30, 2012 Expiration Date: May 30, 2022	
Canada	UNITY RN: TMA943443 AN: 1579850	Canada Registered Last Status Received: Registered, July 15, 2016 Office Status: Registered Filed: May 30, 2012 Registered: July 15, 2016 Expiration Date: July 15, 2031	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
International	UNITY RN: 1124696	International Registered Last Status Received: Registered, September 17, 2013 Registered: May 30, 2012 Expiration Date: May 30, 2022	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	UNITY RN: 4790827 SN: 85483644	Registered, August 11, 2015 Int'l Class: 09 First Use: January 8, 2015 Filed: November 30, 2011 Registered: August 11, 2015	Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.