TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM636659 Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lafayette Instrument Company, LLC		04/02/2021	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Byline Bank, as Agent		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Banking Corporation: ILLINOIS		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5355218	LI LAFAYETTE INSTRUMENT

CORRESPONDENCE DATA

Fax Number: 3124996701

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: 3124996700

tapatterson@duanemorris.com Email:

Correspondent Name: Robert E. Horwath

190 South LaSalle Street, Suite 3700 Address Line 1:

Address Line 2: Duane Morris LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Robert E. Horwath	
SIGNATURE:	/Robert E. Horwath/	
DATE SIGNED:	04/02/2021	

Total Attachments: 5

source=Lafayette Instrument Company, LLC (IPSA)#page1.tif source=Lafayette Instrument Company, LLC (IPSA)#page2.tif source=Lafayette Instrument Company, LLC (IPSA)#page3.tif source=Lafayette Instrument Company, LLC (IPSA)#page4.tif

source=Lafayette Instrument Company, LLC (IPSA)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 2, 2021, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BYLINE BANK, an Illinois banking corporation, as the administrative agent and collateral agent (the "Agent") for the lenders under that certain Credit Agreement (defined below).

WHEREAS, LAFAYETTE INSTRUMENT COMPANY, LLC, REF PROPERTIES, LLC, and REF EQUIPMENT, LLC, each an Indiana limited liability company (individually and collectively, "Borrower"), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, LAFAYETTE INSTRUMENT ACQUISITION, LLC, a Delaware limited liability company (the "Parent"), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

- **NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:
- SECTION 1. <u>Defined Terms</u>. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.
- SECTION 2. <u>Security Interest</u>. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on <u>Exhibit A</u> attached hereto (the "*Collateral*"). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on <u>Exhibit A</u> attached hereto.
- SECTION 3. <u>Incorporation by Reference</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
- SECTION 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so

executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

LAFAYETTE INSTRUMENT COMPANY,

LLC, an Indiana limited liability company, as Grantor (as successor in interest to Lafayette Instrument Company, Inc.)

By: Name: Jensifer Rider

Title: President

Accepted:

BYLINE BANK, & Agent

Name: Dan Delgadillo

Title: Managing Director

EXHIBIT A

Mark	Status		Reg. No.	Serial No.
Lafayette Instrument	Live an Registration for goods an "Polygraph	Registered ad services of	5355218 December 12, 2017	87490087 June 15, 2017

DM3\7488398.3

RECORDED: 04/02/2021