

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Engineered Controls International, LLC		05/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bain Capital Credit, LP, as Administrative Agent		
Street Address:	200 Clarendon St., Floor 36		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2307695	PRESTO-TAP	
Registration Number:	6204558	REGO MASTER DISTRIBUTOR NETWORK	
Serial Number:	90524799	PRESTO-TAP	
Serial Number:	90524805	PRESTO-TAP	
Serial Number:	90069124	REGO	
Serial Number:	90066552	REGOMAC	
Serial Number:	90032616	SP	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	66478 / 216		
NAME OF SUBMITTER:	Christine Slattery		

CH \$190.00 2307695

SIGNATURE:	/Christine Slattery/
DATE SIGNED:	05/07/2021
Total Attachments: 5 source=ECl -Trademark Security Agreement (New IP) Executed#page1.tif source=ECl -Trademark Security Agreement (New IP) Executed#page2.tif source=ECl -Trademark Security Agreement (New IP) Executed#page3.tif source=ECl -Trademark Security Agreement (New IP) Executed#page4.tif source=ECl -Trademark Security Agreement (New IP) Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2021, is made by Engineered Controls International, LLC, a Delaware limited liability company (the “Grantor”) in favor of Bain Capital Credit, L.P. (“BCC”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 5, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among by Engineered Controls International, LLC, a Delaware limited liability company (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto, Bain Capital Credit, L.P., as Administrative Agent for the Lenders and Antares Capital LP, as Revolver Agent for the Revolving Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Guarantors have agreed, pursuant to a Guaranty and Security Agreement dated as of November 5, 2019, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademarks and IP Licenses referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ENGINEERED CONTROLS
INTERNATIONAL, LLC,**
as Grantor

By: 

Name: Paul Burmeister

Title: Treasurer, Secretary and Chief
Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007283 FRAME: 0810**

ACCEPTED AND AGREED TO:

BAIN CAPITAL CREDIT, LP, as
Administrative Agent

By:  _____
Name: Sally Fassler
Title: Managing Director/CF0-Bain Capital Credit, LP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007283 FRAME: 0811

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS AND APPLICATIONS

Trademark	Country	Grantor / Owner	App. No. Filing Date	Reg. No. Reg. Date	Status
PRESTO-TAP	United States of America	Engineered Controls International, LLC	75175225 01-Oct-1996	2307695 11-Jan-2000	Registered
PRESTO-TAP	United States of America	Engineered Controls International, LLC	90524799 11-Feb-2021		Pending
PRESTO-TAP	United States of America	Engineered Controls International, LLC	90524805 11-Feb-2021		Pending
REGO	United States of America	Engineered Controls International, LLC	90069124 23-Jul-2020		Published
REGO MASTER DISTRIBUTOR NETWORK and Design	United States of America	Engineered Controls International, LLC	88891314 28-Apr-2020	6204558 24-Nov-2020	Registered
REGOMAC	United States of America	Engineered Controls International, LLC	90066552 22-Jul-2020		Allowed
SP and Design 2	United States of America	Engineered Controls International, LLC	90032616 02-Jul-2020		Pending

IP LICENSES

None.