

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645071

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KSR International Inc.		04/29/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance Corporation Canada		
<b>Street Address:</b>	22 Adelaide Street West Suite 2200		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5H 4E3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4988660	KSR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>			
<b>Phone:</b>	6127666911		
<b>Email:</b>	susan.carlson@faegredrinker.com		
<b>Correspondent Name:</b>	Susan Carlson, Faegre Drinker Biddle		
<b>Address Line 1:</b>	90 SOUTH 7TH STREET SUITE 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>SIGNATURE:</b>	/e/ Susan Carlson		
<b>DATE SIGNED:</b>	05/07/2021		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2021 (this "Agreement"), among KSR International Inc. (the "Grantor") and Wells Fargo Capital Finance Corporation Canada, secured party (in such capacity, the "Secured Party").

Reference is made to (a) the Credit Agreement dated as of April 29, 2021 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Credit Agreement") among the Grantor, DOUGLAS PROPERTY LEASING INC., a corporation organized under the laws of the Province of Ontario ("Douglas Property", and together with the Grantor, the "Canadian Borrowers"), KSR IP HOLDINGS LLC, a Delaware corporation ("KSR IP"), KSR INDUSTRIAL CORPORATION, a Michigan corporation ("KSR Industrial" and, together with KSR IP and the Canadian Borrowers, collectively, the "Borrowers" and each, a "Borrower"), KSR UK, LLC, KSR Mexico, LLC and the Secured Party, as lender and (b) the Canadian Guarantee and Security Agreement, dated as of April 29, 2021 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Security Agreement"), by and among the "Grantors" (as defined therein) from time to time party thereto and the Secured Party. The Secured Party has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor as Borrower under the Credit Agreement is willing to execute and deliver this Agreement in order to induce the Secured Party to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Secured Party a security interest (the "Security Interest") in (i) all of such Grantor's right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the forgoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" or an "Amendment to Allege Use", with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 8.1 and 8.2 of the Security Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Secured Party shall promptly execute and deliver to the Grantor any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Secured Party pursuant to this Section shall be without representation or warranty by the Secured Party.

SECTION 4. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

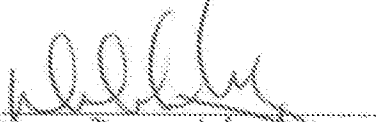
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the province of Ontario and the federal laws of Canada applicable therein.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KSR INTERNATIONAL INC., as Grantor

By:   
Name: Dean Varley  
Title: President & CEO

WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA, as Secured Party

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to KSR International (US) Trademark Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**KSR INTERNATIONAL INC., as Grantor**

By: \_\_\_\_\_  
Name:  
Title:

**WELLS FARGO CAPITAL FINANCE  
COROPRATION CANADA, as Secured Party**

By:  \_\_\_\_\_  
Name:  
Title: Trevor Tysick  
Vice President  
Wells Fargo Capital Finance  
Corporation Canada

*[Signature Page to KSR International (US) Trademark Security Agreement]*

Schedule I

US TRADEMARKS:

Trademark	Owner/Applicant	Application No./ Registration No.	Filing Date/ Registration Date
KSR (logo)	KSR International Inc. (As the successor to the amalgamation of KSR Technologies Co. and KSR International Co., the registered owner of the patent)	4,988660	Filed: 11-25-2015  Registered: June 28, 2016