

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM645274

<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>
Vektek LLC		05/07/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Bank		
<b>Street Address:</b>	150 Third Avenue South		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	state-chartered Tennessee Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1453950	VEKTORFLO	
<b>Registration Number:</b>	1453949	VEKTOR FLO V	
<b>Registration Number:</b>	1454898	V VEKTEK	
<b>Registration Number:</b>	1454897		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	615 782 2200		
<b>Email:</b>	alexandra.mackay@stites.com		
<b>Correspondent Name:</b>	Alexandra MacKay		
<b>Address Line 1:</b>	401 Commerce Street		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Nashville, TENNESSEE 37219		
<b>NAME OF SUBMITTER:</b>	Alexandra MacKay		
<b>SIGNATURE:</b>	/Alex/		
<b>DATE SIGNED:</b>	05/08/2021		
<b>Total Attachments: 10</b>			

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 7, 2021, is made and entered into by and between Vektek LLC, a Delaware limited liability company ("Vektek") and Pinnacle Bank, a state-chartered Tennessee Bank (the "Bank").

### BACKGROUND

A. WHEREAS, Vektek, Vektek Holdings, LLC, Vektek Export, Inc., Expansion Properties, LLC, and Vektek Corporation (collectively, "Debtors") and the Bank are all parties to that certain Credit Agreement dated as of even date herewith (the "Credit Agreement"), pursuant to which the Bank has made available to Debtors certain Loans;

B. WHEREAS, the Debtors and the Bank are parties to that certain Pledge and Security Agreement dated as of even date herewith (the "Pledge Agreement") pursuant to which Debtors grant Secured Party a security interest in certain collateral to secure the Debtors' Obligations;

C. WHEREAS, some of the collateral described in the Pledge Agreement includes certain trademarks, service marks, and related interests.

D. WHEREAS, the parties execute this Agreement to supplement the Pledge Agreement for the purpose of recording this Agreement with the United States Patent and Trademark Office (the "PTO") and/or other relevant UCC or intellectual property filing offices to put third parties on notice of the Secured Party's security interest in the Collateral described below.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement without definition shall have the meanings ascribed to them in the Pledge Agreement. The term "UCC" means the Uniform Commercial Code as in effect in the State of Tennessee. "Commercial Tort Claims" shall have the meaning provided in the UCC.
2. **Security Interest Grant.** As security for the prompt payment and performance of all Obligations, Vektek hereby grants the Bank a security interest in all of Vektek's right, title, and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Vektek now has or hereafter owns, acquires or develops an interest and wherever located (collectively, part of the "Collateral"):
  - (a) all Marks (including such Marks, names, registrations, and applications as described in *Schedule A*), whether arising under a statute or under common law, whether registered or unregistered, registrations of such Marks, and applications for registration of such Marks (but excluding any application to register any Mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such Mark to the extent the creation of a security interest therein or

the grant of a mortgage thereon would void or invalidate such Mark or the application or resulting registration therefor), the goodwill of the business symbolized by the Marks, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to claim, sue, recover, or collect damages for, enjoy, obtain other legal or equitable relief for past, present or future infringement, unauthorized use, misuse, dilution, violation, unfair competition, or other impairment thereof, all rights arising therefrom and pertaining thereto and registrations, renewals, applications, and other filings for any Marks in any intellectual property filing office and rights throughout the world analogous to the foregoing;

- (b) all Internet domain names;
- (c) all general intangibles and all intellectual or other intangible property of Vektek of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
- (d) all proceeds of any and all of the foregoing Collateral (including license royalties, revenue, income, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a Mark filed with the PTO on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is filed, at which time such Mark shall automatically become part of the Collateral and subject to the security interest pledged.

3. **Continuing Interest.** Vektek agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with *Section 14*.
4. **Supplement to Pledge Agreement.** This Agreement has been entered into in conjunction with the security interests granted to the Bank under the Pledge Agreement or other security documents referred to therein. The rights and remedies of the Bank with respect to the security interests granted in this Agreement are without prejudice to, and are in addition to those set forth in, the Pledge Agreement or any other security documents referred to in the Pledge Agreement, all terms and provisions of which are incorporated into this Agreement by reference.
5. **Representations and Warranties.** In addition to the representations and warranties set forth in the Pledge Agreement (which are incorporated into this Agreement by this reference), Vektek represents and warrants to the Bank that (a) a true and correct list of all of the registered Marks and pending applications to register Marks owned by Vektek, in whole or in part, is set forth in attached *Schedule A*; (b) the security interest in the

Collateral comprised of United States applications and registrations for Marks will be perfected upon the filing of a UCC financing statement with the information required by UCC §9-502(a) in the applicable UCC filing office and a copy of this Agreement or a notice or agreement substantially in the form of this Agreement with the PTO; (c) each registration listed on *Schedule A* is valid and enforceable and does not relate to a Mark that has been abandoned; (d) Vektek has no knowledge of any circumstances that might prevent the valid registration of any Mark for which an application is listed on *Schedule A*; (e) Vektek has notified the Bank of all circumstances known to Vektek that could reasonably be expected to lead to the invalidity or unenforceability of a Mark or registration listed on *Schedule A*, including Vektek's failure to use the Mark or to enforce it against material unauthorized uses by third parties; (f) *Schedule A* lists each of Vektek's Internet domain names; (g) Vektek is the sole legal and equitable owner of and has good title to the Collateral, free and clear of any encumbrance other than Permitted Liens under the Pledge Agreement; (h) Vektek is the record owner of all Collateral that is registered or for which an application is pending in any intellectual property filing office and there are no gaps in the chain of title to such Collateral; (i) no third party has a contractual right to require Vektek to transfer any Collateral; (j) Vektek has not transferred or agreed to transfer any Collateral; (k) no claim is pending or has been made, or, to Vektek's knowledge, threatened in writing by any person asserting that any of the Collateral is invalid or unenforceable in whole or in part or that any of the Collateral or the conduct of Vektek's business infringes, dilutes, misappropriates, or otherwise violates the rights of any person; (l) to Vektek's knowledge, neither its use of the Collateral, nor the conduct of its business infringes, dilutes, misappropriates, or otherwise violates any intellectual property rights owned by any person; (m) to Vektek's knowledge, no person is infringing, diluting, misappropriating, or otherwise violating any of Vektek's rights in the Collateral, and Vektek has not made any such claim that has not been resolved.

6. **Covenants.** Vektek shall correct the chain of title issues to reflect Vektek as the current true and correct owner of all US Marks and registrations that form part of the Collateral (to the extent Vektek is not already identified as such) within sixty (60) days of the day and year first written above. Vektek shall correct the chain of title issues to reflect Vektek as the current true and correct owner of all non-US Marks and registrations and all Internet domain names that form part of the Collateral within a reasonable period of time. Vektek shall not transfer any of the Collateral necessary to the conduct of Vektek's business as currently conducted except as expressly permitted in advance by the Bank. With respect to Collateral that is necessary to the conduct of Vektek's business as currently conducted, Vektek will take all reasonable steps to maintain the registrations of such registered Collateral in full force and effect, prosecute any pending applications for registration of such Collateral, and prevent any such Collateral from being abandoned, canceled, forfeited, or dedicated to the public. Vektek shall take reasonable actions to stop infringement of the Collateral by third parties and shall promptly notify the Bank in writing if any proceedings to enforce the Collateral against third parties are commenced in court or another tribunal. Vektek shall promptly notify the Bank in writing of any proceedings instituted before a governmental authority or other tribunal regarding the validity or enforceability of Vektek's right to register, own, use the Collateral and of any adverse determination on the merits of such proceeding and Vektek shall take all reasonable steps to defend its rights in the Collateral in such proceedings.

7. **Further Acts.** On a continuing basis, Vektek shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Bank to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Vektek's compliance with this Agreement or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, any UCC filing office, any other intellectual property filing office, or any applicable state office. The Bank may record a financing statement, this Agreement, an abstract thereof, or any other document describing the Bank's interest in the Collateral with the PTO, any UCC filing office, any intellectual property filing office, or any state office, at the expense of Vektek. In addition, Vektek authorizes the Bank to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Bank. If Vektek shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Vektek shall immediately notify the Bank in a writing signed by Vektek of the brief details thereof and grant to the Bank in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Bank.
8. **Authorization to Supplement.** If Vektek shall obtain rights to any new Marks, the provisions of this Agreement shall automatically apply to them. Vektek shall give prompt notice in writing to the Bank with respect to any new application or registration of a Mark filed or acquired by Vektek or renewal or extension of any registration for a Mark. Without limiting Vektek's obligations under this *Section 8*, Vektek authorizes the Bank to modify this Agreement by amending *Schedule A* to include any such new Mark rights and authorizes the Bank to file the modified Agreement with amended *Schedule A* in the applicable UCC filing office as well as the PTO and any other intellectual property office or state office. Notwithstanding the foregoing, no failure to so modify this Agreement or amend *Schedule A* shall in any way affect, invalidate or detract from the Bank's continuing security interest in all the Collateral, whether or not listed on *Schedule A*.
9. **Events of Default.** In addition to the Events of Default set forth in the Credit Agreement and the Pledge Agreement, each of the following is an event of default as defined in the Credit Agreement and Pledge Agreement that triggers the remedies set forth in *Section 14* of the Pledge Agreement: (a) a representation or warranty made by Vektek in this Agreement is incorrect in any material respect when made or deemed made; (b) the security interest in the Collateral is not a perfected first-priority security interest; (c) Vektek or a third party challenges the attachment, perfection, or priority of the security interest in the any of the Collateral and the Bank believes the challenge has a material probability of success that would have a material adverse effect on the value of the Collateral as a whole; (d) Vektek transfers any Collateral except as expressly permitted by the Bank in writing in advance; (e) the Collateral is subject to an encumbrance other than a Permitted Lien; (f) Vektek fails to observe or perform any of its other obligations under this Agreement or the Pledge Agreement or Credit Agreement and does not correct the failure within ten days after notice from the Bank.

10. **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Vektek, the Bank and their respective successors and assigns. Vektek may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement or the Pledge Agreement.
11. **Governing Law.** Unless otherwise expressly set forth herein, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without reference to the conflicts or choice of law principles thereof, except to the extent that the laws of a particular jurisdiction govern the creation, perfection and enforcement of liens on and security interests in the Collateral.
12. **Entire Agreement; Amendment.** This Agreement, the Credit Agreement, and the Pledge Agreement, together with their Schedules, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision of it may be modified, amended or waived except by the written agreement of the parties, as provided in the Pledge Agreement. Notwithstanding the foregoing, the Bank unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules to it as provided in *Section 8* of this Agreement. Except to the extent the description of collateral securing the Obligations in this Agreement may be broader or more detailed than the description in the Pledge Agreement, in the event of any direct conflict between the express terms and provisions of this Agreement and of the Pledge Agreement, the terms and provisions of the Pledge Agreement shall control.
13. **Counterparts.** This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and some different counterparts or copies executed by one or more of the other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies, and all counterparts or copies hereof so executed shall constitute but one and the same agreement. Each party hereto, by execution of one or more counterparts or copies hereof, expressly authorizes and directs any other party hereto to detach the signature pages and any corresponding acknowledgment, attestation, witness or similar pages relating thereto from any such counterpart or copy hereof executed by the authorizing party and affix same to one or more other identical counterparts or copies hereof so that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one or more counterparts or copies hereof to which is (are) attached signature pages containing signatures of all parties hereto and any corresponding acknowledgment, attestation, witness or similar pages relating thereto.
14. **Termination.** So long as any of the Secured Obligations are outstanding (other than unasserted contingent indemnity obligations) or there are any outstanding commitments to lend of the Bank, the Bank shall have no obligation to release any of the Collateral or to send or record a termination statement with respect to any financing statement filed to perfect the Bank's security interest(s) in any of the Collateral. Furthermore, Vektek agrees

that notwithstanding the full satisfaction of the Secured Obligations and the termination of any outstanding commitments to lend of the Bank, the Bank shall not be required to send to Vektek a termination statement with respect to any financing statement filed to perfect the Bank's security interest(s) in any of the Collateral unless and until Vektek shall have made an authenticated demand therefor. Upon receipt of proper authenticated demand, the Bank may at its option, in lieu of sending a termination statement to Vektek, cause said termination statement to be filed with the appropriate filing officer(s), and will notify Vektek within a reasonable period of time after taking such action.

15. **No Inconsistent Requirements.** Vektek acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Vektek agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.
16. **Severability.** If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.
17. **Notices.** All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Pledge Agreement.

*[remainder intentionally left blank]*



IN WITNESS WHEREOF, Vektek and the Bank have caused this Agreement to be executed by their respective duly authorized officers or other duly authorized representatives as of the day and year first above written.

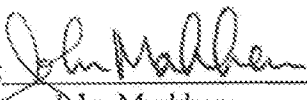
VEKTEK:

VEKTEK LLC

By:  \_\_\_\_\_  
Conner Harris, Vice President and Secretary

**BANK:**

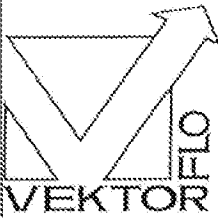
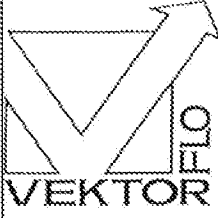
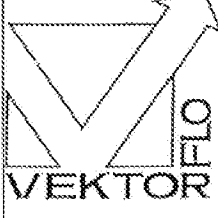



**PINNACLE BANK,**  
a state-chartered Tennessee bank


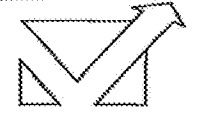
By:   
\_\_\_\_\_  
John Markham  
Senior Vice President

**SCHEDULE A**

**Collateral**

*Trademark Registrations and Applications for Registration*

TRADEMARK	REGISTRANT	JURISDICTION	SERIAL/APPLICATION NUMBER REGISTRATION NUMBER
VEKTORFLO	Vektek LLC	United States of America	Ser. No. 73/641,125 Reg. No. 1,453,950
	Vektek LLC	United States of America	Ser. No. 73/641,122 Reg. No. 1,453,949
	Vektek, Inc.	Germany	Ser. No. 395016363 Reg. No. DE39501636
	Vektek LLC	India	Ser. No. 1595987 Reg. No. 1595987
	Vektek LLC	United States of America	Ser. No. 73/641,121 Reg. No. 1,454,898
	Vektek LLC	Brazil	Ser. No. 914173898 Reg. No. 914173898
	Vektek, Inc.	Germany	Ser. No. 395016371 Reg. No. DE39501637

	Vektek LLC	India	Ser. No. 1595986 Reg. No. 1595986
	Vektek LLC	United States of America	Ser. No. 73/641,120 Reg. No. 1,454,897

*Domain Names:*

Registrant	Internet Domain Name
Vektek LLC	amfvektek.com
Vektek LLC	hydraulicclamping.com
Vektek LLC	hydraulicclamping.com
Vektek LLC	hydraulicworkholding.com
Vektek, Inc.	vektek.cn
Vektek LLC	vektek.com
Vektek, Inc.	vektek.com.cn
Vektek LLC	vektek.com.mx
Vektek LLC	vektek.mx
Vektek LLC	vektekmexico.com
Vektek LLC	vektekmexico.com.mx
Vektek LLC	vektekmx.com
Vektek LLC	vektorair.com
Vektek LLC	vektorflo.com