

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Equipment Company, Inc.		05/28/2021	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburg		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2898353	SITE SERVICES	
Registration Number:	2231736	AMECO	
Registration Number:	2340683	AMECO	
Registration Number:	3663118	AMECO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-21006 baf)		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-21006		
NAME OF SUBMITTER:	/Timothy D. Pecsénye/		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	06/08/2021		

OP \$115.00 2898353

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) made as of this 28th day of May, 2021 by AMERICAN EQUIPMENT COMPANY, INC., a South Carolina corporation (the “**Grantor**”), in favor of PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the Lenders (“**Agent**”).

W I T N E S S E T H

WHEREAS, Grantor (together with each Person party to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the “**Borrowers**”), OEP Aspen Parent, Inc., a Delaware corporation (“**Holdings**”, and together with each Person party to the Credit Agreement from time to time as a guarantor, collectively, the “**Guarantors**”; and the Guarantors together with the Borrowers, collectively, the “**Credit Parties**”, and each a “**Credit Party**”) have entered into that certain Revolving Credit, Guaranty and Security Agreement, dated as of the date hereof, among Credit Parties, the financial institutions which are now or which thereafter become a party thereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and Agent (as amended, restated, supplemented, or replaced from time to time, the “**Credit Agreement**”), whereby Lenders agreed to make certain financial accommodations available to Credit Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Credit Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all of Grantor’s now owned and hereafter acquired property constituting a patent, copyright, trademark, service mark (or any application in respect of the foregoing), trade name, mask word, trade secret, design right, assumed name or license or other right to use any of the foregoing under applicable law, and all products and proceeds thereof, to secure the payment of all amounts owing by Credit Parties under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions of thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

a. each trademark, trademark application, copyright, copyright application, patent and patent application listed on Schedule A annexed hereto (such trademarks and trademark applications, the “**Trademarks**”; such copyrights and copyright applications, the “**Copyrights**”;

and such patents and patent applications, the “**Patents**”), in each case, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent or Copyright; and

b. all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Copyright or Patent, or (ii) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks, Copyrights or Patents without the prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule A attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting any Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule A, to include any such new Trademarks, Patents or Copyrights of any Grantor identified in a written notice provided by a Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A hereto shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

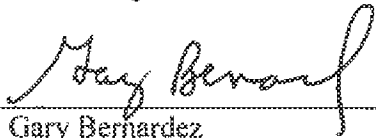
7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of New York.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article 13 thereof.

[Signatures to appear on following page]

N WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AMERICAN EQUIPMENT COMPANY, INC.

By: 
Name: Gary Bernardez
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007319 FRAME: 0857

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Luke Tripodi*
Name: Luke Tripodi
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007319 FRAME: 0858

SCHEDULE A

Trademarks:

Mark	Country	App. Date	App. Number	Registration Date	Registration Number	Int'l Class	Renewal Date	Owner
AMECO (word)	European Union	9-Nov-09	8672727	23-Apr-10	8672727.000	35, 37	9-Nov-19	American Equipment Company, Inc.
SITE SERVICES	Mexico	18-Dec-02	581100	22-Aug-05	895546.000	37	18-Dec-22	American Equipment Company, Inc.
AMECO (logo)	Chile	29-Aug-11	967549	31-Jan-13	990612.000	39	31-Jan-23	American Equipment Company, Inc.
AMECO (logo)	Colombia	12-Nov-13	13266162	18-Jul-14	519908.000	37, 39	18-Jul-24	American Equipment Company, Inc.
SITE SERVICES	Chile	14-May-03	607298	7-Sep-04	702.619	37	7-Sep-24	American Equipment Company, Inc.
AMECO (word)	Venezuela	30-Jul-98	14.177-98	8-Oct-99	N-041275	37	8-Oct-24	American Equipment Company, Inc.
SITE SERVICES	United States	5-Jul-02	76427625	26-Oct-04	2898353.000	37	26-Oct-24	American Equipment Company, Inc.
AMECO (logo)	Kazakhstan	18-Nov-14	68839	15-Dec-15	50494.000	35, 37, 39	18-Nov-24	American Equipment Company, Inc.
AMECO (word)	Kazakhstan	18-Nov-14	68838	15-Dec-15	50493.000	35, 37	18-Nov-24	American Equipment Company, Inc.
AMECO (word)	Mozambique	16-Feb-15	28081/2015	14-Sep-15	28081/2015	35	16-Feb-25	American Equipment Company, Inc.
AMECO (logo)	Mozambique	16-Feb-15	28083/2015	14-Sep-15	28083/2015	35	16-Feb-25	American Equipment Company, Inc.
AMECO (logo)	Mozambique	16-Feb-15	28084/2015	16-Oct-15	28084/2015	37	16-Feb-25	American Equipment Company, Inc.
AMECO (word)	Mozambique	16-Feb-15	28082/2015	11-Sep-15	28082/2015	37	16-Feb-25	American Equipment Company, Inc.
AMECO (logo)	Mozambique	16-Feb-15	28085/2015	14-Sep-15	28085/2015	39	16-Feb-25	American Equipment Company, Inc.
AMECO (word)	Venezuela	27-Jul-99	12.715-99	25-Feb-00	S-0102024	37	25-Feb-25	American Equipment Company, Inc.
AMECO (logo)	Venezuela	28-Apr-09	2009-007031	26-Feb-10	2009-007031	35	26-Feb-25	American Equipment Company, Inc.
AMECO (logo)	Venezuela	28-Apr-09	2009-007029	26-Feb-10	S045656	39	26-Feb-25	American Equipment Company, Inc.
AMECO (logo)	Venezuela	28-Apr-09	4-2009-007030	26-Feb-10	S045657	37	26-Feb-25	American Equipment Company, Inc.

Mark	Country	App. Date	App. Number	Registration Date	Registration Number	Int'l Class	Renewal Date	Owner
AMECO (word)	Peru	24-Sep-14	0590519-2014	29-May-15	11884.000	39	29-May-25	American Equipment Company, Inc.
AMECO (logo)	Peru	24-Sep-14	14-590520	29-May-15	14770.000	39	29-May-25	American Equipment Company, Inc.
AMECO (word)	United States	2-Oct-97	75/369534	16-Mar-99	2231736.000	35	16-Mar-29	American Equipment Company, Inc.
AMECO (word)	United States	19-Feb-99	75/646154	11-Apr-00	2340683.000	37	11-Apr-30	American Equipment Company, Inc.
AMECO (logo)	Mexico	8-May-09	1005085	10-Sep-09	1120224.000	37	8-May-29	American Equipment Company, Inc.
AMECO (logo)	Mexico	8-May-09	1005086	10-Sep-09	1120225.000	39	8-May-29	American Equipment Company, Inc.
AMECO (word)	Mexico	26-Apr-00	422609	30-May-00	656999.000	37	26-Apr-30	American Equipment Company, Inc.
AMECO (logo)	United States	4-Dec-08	77/626,521	4-Aug-09	3663118.000	35, 37, 39	4-Aug-29	American Equipment Company, Inc.
AMECO (word)	Canada	7-Apr-98	874, 215	24-May-00	TMA528271	35, 37, 42	24-May-30	American Equipment Company, Inc.

Patents: None.

Copyrights: None.