

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM657190

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P.T. INTERNATIONAL LLC		06/30/2021	Limited Liability Company: NORTH CAROLINA
LMS BEARINGS LLC		06/30/2021	Limited Liability Company: COLORADO

## RECEIVING PARTY DATA

<b>Name:</b>	BMO HARRIS BANK N.A., AS AGENT
<b>Street Address:</b>	111 WEST MONROE STREET
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4044295	P.T. INTERNATIONAL CORP.
Registration Number:	4044299	PTI
Registration Number:	4044294	PTI
Registration Number:	5376142	PTI WE REVOLVE AROUND YOU
Registration Number:	2430926	IPTCI
Registration Number:	5523339	LMS BEARINGS
Registration Number:	5549295	LMS BEARINGS
Registration Number:	5523342	LMS BEARINGS THE OEM'S SOURCE FOR POWER
Registration Number:	5676365	THE OEM'S SOURCE FOR POWER TRANSMISSIONS
Registration Number:	6185770	CLAMP-LOK
Registration Number:	5687448	P.T. INTERNATIONAL
Registration Number:	5934354	CLAMP-LOK
Serial Number:	90036165	SOLVE CUSTOM OEM SOLUTIONS
Serial Number:	90036163	SOLVE INDUSTRIAL MOTION GROUP
Serial Number:	90036161	SOLVE IMG
Serial Number:	90036162	SOLVE INDUSTRIAL

CH \$415.00 4044295

**CORRESPONDENCE DATA****Fax Number:**

*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:** 312-577-8574**Email:** humberto.aquino@katten.com**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN**Address Line 1:** 525 WEST MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	207545-00268
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<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
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<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
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<b>DATE SIGNED:</b>	06/30/2021
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement, dated as of June 30, 2021 (this “**Trademark Security Agreement**”), is made by each signatory hereto (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of BMO Harris Bank, N.A., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Solve Intermediate Holdings, Inc., a Delaware corporation (on the Closing Date and prior to the Borrower Assumption, the “**Initial Borrower**” and the “**Borrower**”, and after giving effect to the Borrower Assumption, “**Holdings**”), P.T. International LLC, a North Carolina limited liability company (the “**Company**”, and after giving effect to the Borrower Assumption, the “**Borrower**”), the Lenders party thereto from time to time and the Agent.

**WITNESSETH:**

WHEREAS, each Grantor is party to that certain Guarantee and Collateral Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among each Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute

effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

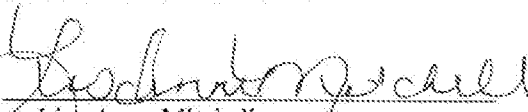
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

*[Signature pages follow]*

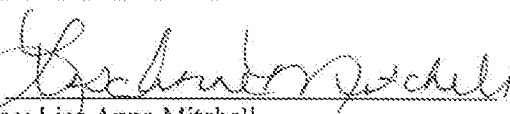
IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

**GRANTORS:**

**P.T. INTERNATIONAL LLC**

By:   
Name: Lisa Anne Mitchell  
Title: President

**LMS BEARINGS LLC**


By:   
Name: Lisa Anne Mitchell  
Title: President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007341 FRAME: 0488**





AGREED AND ACCEPTED  
as of the date first written above:

**BMO HARRIS BANK, N.A.,**  
as Agent

By:   
Name: Stephen Mueller  
Title: Director

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS**

<b><u>Record Owner</u></b>	<b><u>Trademark</u></b>	<b><u>Registration or Application Number</u></b>	<b><u>Registration or Application Date</u></b>
P.T. International LLC	P.T. INTERNATIONAL CORP.	4044295	Oct. 25, 2011
P.T. International LLC		4044299	Oct. 25, 2011
P.T. International LLC	PTI	4044294	Oct. 25, 2011
P.T. International LLC	PTI We Revolve Around You	5376142	Jan. 9, 2018
P.T. International LLC	IPTCI	2430926	Feb. 27, 2001
P.T. International LLC	LMS BEARINGS	5523339	Jul. 24, 2018
P.T. International LLC		5549295	Aug. 28, 2018
P.T. International LLC		5523342	Jul. 24, 2018
LMS Bearings LLC	THE OEM'S SOURCE FOR POWER TRANSMISSION SOLUTIONS	5676365	Feb. 12, 2019
P.T. International LLC	SOLVE CUSTOM OEM SOLUTIONS	90036165	July 5, 2020
P.T. International LLC	SOLVE INDUSTRIAL MOTION GROUP	90036163	July 5, 2020
P.T. International LLC	SOLVE IMG	90036161	July 5, 2020
P.T. International LLC	SOLVE INDUSTRIAL	90036162	July 5, 2020
P.T. International LLC		6185770	Oct. 27, 2020
P.T. International LLC	P.T. INTERNATIONAL	5687448	Feb. 26, 2019

<u>Record Owner</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
P.T. International LLC	CLAMP-LOK	5934354	Dec. 10, 2019