

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM659600

<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>
Radwell International, LLC		07/13/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	50 South Sixth Street, Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3996697	PLCCENTER	
<b>Registration Number:</b>	3255815	SPECK INDUSTRIAL CONTROLS	
<b>Registration Number:</b>	3192391	RADWELL INTERNATIONAL, INC.	
<b>Registration Number:</b>	3236152	SPECK INDUSTRIAL CONTROLS	
<b>Registration Number:</b>	3063585	RADWELL INTERNATIONAL	
<b>Registration Number:</b>	3129072	PLCCENTER.COM	
<b>Registration Number:</b>	2923461	PLCCENTER	
<b>Registration Number:</b>	2906483	PLCCENTER.COM. THE WORLD'S LARGEST SOURC	
<b>Registration Number:</b>	2763368	SPECK INDUSTRIAL CONTROLS, INC. REPAIR &	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	7045032600		
<b>Email:</b>	cthomas@kslaw.com		
<b>Correspondent Name:</b>	Courtney Thomas		
<b>Address Line 1:</b>	300 South Tryon Street, Suite 1700		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

OP \$240.00 3996697

<b>ATTORNEY DOCKET NUMBER:</b>	18876.515112 Radwell
<b>NAME OF SUBMITTER:</b>	Courtney Thomas
<b>SIGNATURE:</b>	/Courtney Thomas/
<b>DATE SIGNED:</b>	07/13/2021
<b>Total Attachments: 5</b> source=Radwell - Trademark Security Agreement [Executed]#page1.tif source=Radwell - Trademark Security Agreement [Executed]#page2.tif source=Radwell - Trademark Security Agreement [Executed]#page3.tif source=Radwell - Trademark Security Agreement [Executed]#page4.tif source=Radwell - Trademark Security Agreement [Executed]#page5.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2021 (this “Trademark Security Agreement”), made by Radwell International, LLC, a Delaware limited liability company (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the First Lien Credit Agreement, dated as of July 13, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among the Borrower, Holdings, each Lender from time to time party thereto, WILMINGTON TRUST, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to the First Lien Security Agreement, dated as of July 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

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

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

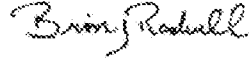
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

*[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.

**RADWELL INTERNATIONAL, LLC,**  
as Grantor



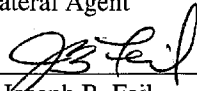
By: \_\_\_\_\_

Name: Brian J. Radwell

Title: Chief Executive Officer

Acknowledged and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Joseph B. Feil  
Title: Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Country	Mark App./Reg. Nos.	Owner	Application Date/ Registration Date
US	PLCCENTER  RN/SN: 3996697	Radwell International, LLC	7/19/2011
US	SPECK INDUSTRIAL CONTROLS  RN/SN: 3255815	Radwell International, LLC	6/26/2007
US	RADWELL INTERNATIONAL, INC.  RN/ SN: 3192391	Radwell International, LLC	1/2/2007
US	SPECK INDUSTRIAL CONTROLS  RN/SN: 3236152	Radwell International, LLC	5/1/2007
US	RADWELL INTERNATIONAL  RN/SN: 3063585	Radwell International, LLC	2/28/2006
US	PLCCENTER.COM  RN/SN: 3129072	Radwell International, LLC	8/15/2006
US	PLCCENTER  RN/SN: 2923461	Radwell International, LLC	2/1/2005
US	PLCCENTER.COM. THE WORLD'S LARGEST SOURCE FOR EVERYTHING INDUSTRIAL and Design  RN/SN: 2906483	Radwell International, LLC	11/30/2004
US	SPECK INDUSTRIAL CONTROLS, INC. REPAIR & SUPPLY "YOUR ONE SOURCE" and Design  RN/SN: 2763368	Radwell International, LLC	9/16/2003