

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carlisle Brake & Friction, Inc.		08/02/2021	Corporation: OHIO
Power Packer North America, Inc.		08/02/2021	Corporation: DELAWARE
Maxima Technologies & Systems, LLC		08/02/2021	Limited Liability Company: DELAWARE
Weasler Engineering, Inc.		08/02/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	90689627	BRAKE PAD TECHNOLOGY OF CHAMPIONS
Registration Number:	6109494	CF2000
Registration Number:	4186221	HAWK
Registration Number:	4625264	HAWK BRAKE
Registration Number:	2331451	
Registration Number:	2418088	HAWK PERFORMANCE
Serial Number:	90584434	RACE PROVEN. STREET LEGAL.
Registration Number:	6190187	TALON
Registration Number:	0817739	POWER-PACKER
Registration Number:	1791381	DATCON
Registration Number:	4894684	SMART INSTRUMENT
Registration Number:	3020224	STEWART WARNER
Registration Number:	3045228	SW
Registration Number:	2997983	SW
Registration Number:	3001546	SW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3035853	SW STEWART WARNER
Registration Number:	2918903	WINGS
Registration Number:	3076115	
Registration Number:	3076116	WEASLER
Serial Number:	88499479	MAXAI
Serial Number:	87674588	TALON

CORRESPONDENCE DATA

Fax Number: 6508385109
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: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: MAEVE WILSON
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40204/10
NAME OF SUBMITTER:	MAEVE WILSON
SIGNATURE:	/MAEVE WILSON/
DATE SIGNED:	08/11/2021

Total Attachments: 11
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of August 2, 2021, is made by the entities set forth on Schedule I hereto (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain First Lien Security Agreement, dated as of August 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of each Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of each Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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.

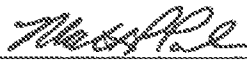
Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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

CARLISLE BRAKE & FRICTION, INC.

By: 
Name: Matthew Pauli
Title: Secretary and Treasurer

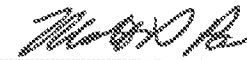
POWER PACKER NORTH AMERICA, INC.

By: 
Name: Matthew Pauli
Title: Chief Financial Officer

MAXIMA TECHNOLOGIES & SYSTEMS, LLC

By: 
Name: Matthew Pauli
Title: Chief Financial Officer

WEASLER ENGINEERING, INC.

By: 
Name: Matthew Pauli
Title: Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent and Collateral Agent

By: 

Name: Brendan Korb

Title: Vice President

SCHEDULE I

GRANTORS

<u>Name of Grantor</u>	<u>Type of Organization</u>	<u>Jurisdiction of Organization/ Formation</u>
Carlisle Brake & Friction, Inc.	Corporation	Ohio
Power Packer North America, Inc.	Corporation	Delaware
Maxima Technologies & Systems, LLC	Limited Liability Company	Delaware
Weasler Engineering, Inc.	Corporation	Delaware

SCHEDULE A

Trademarks:

Loan Party	Country	Mark	Application No.	Filing Date	Reg. Date	Reg. No.
Carlisle Brake & Friction, Inc.	US	BRAKE PAD TECHNOLOGY OF CHAMPIONS	90/689,627	05/04/2021	N/A	N/A
Carlisle Brake & Friction, Inc.	US	CF2000	87/756,275	01/16/2018	07/21/2020	6,109,494
Carlisle Brake & Friction, Inc.	US	HAWK	85/497,032	12/16/2011	08/07/2012	4,186,221
Carlisle Brake & Friction, Inc.	US	HAWK BRAKE	85/497,035	12/16/2011	10/21/2014	4,625,264
Carlisle Brake & Friction, Inc.	US	Hawk Design	75/563,232	10/01/1998	03/21/2000	2,331,451
Carlisle Brake & Friction, Inc.	US	HAWK PERFORMANCE	75/556,526	09/18/1998	01/02/2001	2,418,088
Carlisle Brake & Friction, Inc.	US	RACE PROVEN STREET LEGAL.	90/584,434	03/17/2021	N/A	N/A
Carlisle Brake & Friction, Inc.	US	TALON	87/674,588	11/07/2017	11/03/2020	6,190,187
Power Packer North America, Inc.	US	POWER-PACKER	72/234,869	1965-12-20	1966-11-01	0817739
Maxima Technologies & Systems, LLC	US	DATCON	74/310,045	1992-09-02	1993-09-07	1791381
Maxima Technologies & Systems, LLC	US	SMART INSTRUMENT	86/625,694	2015-05-11	2016-02-02	4894684
Maxima Technologies & Systems, LLC	US	STEWART WARNER	78/455,366	2004-07-23	2005-11-29	3020224
Maxima Technologies & Systems, LLC	US	SW & DESIGN	78/466,372	2004-08-12	2006-01-17	3045228
Maxima Technologies & Systems, LLC	US	SW & DESIGN	78/459,311	2004-07-30	2005-09-20	2997983
Maxima Technologies & Systems, LLC	US	SW LOGO	78/457,195	2004-07-27	2005-09-27	3001546

Loan Party	Country	Mark	Application No.	Filing Date	Reg. Date	Reg. No.
Maxima Technologies & Systems, LLC	US	SW STEWART WARNER & DESIGN	78/568,385	2005-02-16	2005-12-27	3035853
Maxima Technologies & Systems, LLC	US	WINGS	78/275,552	2003-07-17	2005-01-18	2918903
Weasler Engineering, Inc.	US	CIRCULAR DESIGN	78/537,636	2004-12-23	2006-04-04	3076115
Weasler Engineering, Inc.	US	WEASLER	78/537,647	2004-12-23	2006-04-04	3076116
Power Packer North America, Inc.	IN	POWER PACKER	1041612	2001-09-03	2001-09-03	1041612
Power Packer North America, Inc.	ES	POWER PACKER	550545	1967-12-15	1970-10-20	550545
Power Packer North America, Inc.	BX	POWER-PACKER	548662	1971-09-27	1971-09-27	0050891
Power Packer North America, Inc.	BR	POWER-PACKER	5703/80	1980-03-13	1994-02-22	800057031
Power Packer North America, Inc.	CA	POWER-PACKER	0258359	1960-08-13	1962-07-13	127263
Power Packer North America, Inc.	CN	POWER-PACKER	95041818	1995-04-13	2000-12-21	1494547
Power Packer North America, Inc.	FR	POWER-PACKER	72398	1960-09-05	1985-05-14	1309198
Power Packer North America, Inc.	DE	POWER-PACKER	B23153/23 Wz	1960-09-06	1960-09-06	758531
Power Packer North America, Inc.	IT	POWER-PACKER	1962C005839	1960-09-13	1960-09-13	1321409
Power Packer North America, Inc.	MX	POWER-PACKER	16521	1967-12-13	1967-12-13	145278
Power Packer North America, Inc.	ES	POWER-PACKER	550544	1967-12-15	1970-11-10	550544

Loan Party	Country	Mark	Application No.	Filing Date	Reg. Date	Reg. No.
Power Packer North America, Inc.	CH	POWER-PACKER	3750	1960-09-05	1960-09-05	310851
Maxima Technologies & Systems, LLC	CN	AST & DESIGN	6109324	2007-06-14	2012-10-21	6109324
Maxima Technologies & Systems, LLC	CN	DATCON	6109321	2007-06-14	2010-02-14	6109321
Maxima Technologies & Systems, LLC	FR	DATCON	92434568	9/21/1992		92434568
Maxima Technologies & Systems, LLC	CN	DATCON IN CHINESE CHARACTERS	9049551	2011-01-13	2012-03-28	9049551
Maxima Technologies & Systems, LLC	CN	DATCON LOGO	6109329	2007-06-14	2010-02-21	6109329
Maxima Technologies & Systems, LLC	CN	MAXIMA TECHNOLOGIES	6109323	2007-06-14	2010-08-21	6109323
Maxima Technologies & Systems, LLC	CN	MAXIMA TECHNOLOGIES & DESIGN	6109330	2007-06-14	2010-08-21	6109330
Maxima Technologies & Systems, LLC	CN	MAXIMA TECHNOLOGIES & SYSTEMS LLC (MAXIMA)	6109322	2007-06-14	2010-03-14	6109322
Maxima Technologies & Systems, LLC	CN	STEWART WARNER	6108916	2007-06-14	2010-02-14	6108916
Maxima Technologies & Systems, LLC	CN	STEWART WARNER PERFORMANCE	6108915	2007-06-14	2009-12-14	6108915
Maxima Technologies & Systems, LLC	CN	STEWART WARNER PERFORMANCE	6108914	2007-06-14	2010-02-14	6108914
Maxima Technologies & Systems, LLC	CN	STEWART WARNER PERFORMANCE	6108913	2007-06-14	2010-02-14	6108913
Maxima Technologies & Systems, LLC	CN	STEWART WARNER PERFORMANCE	6108912	2007-06-14	2010-03-28	6108912
Maxima Technologies & Systems, LLC	CN	STEWART WARNER PERFORMANCE & DESIGN	6109325	2007-06-14	2010-02-14	6109325

Loan Party	Country	Mark	Application No.	Filing Date	Reg. Date	Reg. No.
Maxima Technologies & Systems, LLC	CN	SW & DESIGN	6109328	2007-06-14	2010-02-14	6109328
Maxima Technologies & Systems, LLC	CN	SW (STYLIZED WITH BLACK BACKGROUND)	6111407	2007-06-15	2010-02-14	6111407
Maxima Technologies & Systems, LLC	CN	SW STEWART WARNER & DESIGN	6109326	2007-06-14	2010-02-14	6109326
Maxima Technologies & Systems, LLC	CN	STEWART WARNER;SW and Design	6109326	6/14/2007	2010-02-14	6109326
Maxima Technologies & Systems, LLC	CN	工欲善其事 and Design	7836102	11/16/2009	2011-01-14	7836102
Maxima Technologies & Systems, LLC	CN	达康 and Design	9049551	1/13/2011	2012-03-28	9049551
Weasler Engineering, Inc.	CA	CIRCULAR DESIGN	0546690	1985-07-29	1986-12-05	321346
Weasler Engineering, Inc.	CA	CIRCULAR DESIGN	1249935	2005-03-09	2007-05-24	688228
Weasler Engineering, Inc.	AU	WEASLER	1067007	2005-03-07	2005-12-05	852690
Weasler Engineering, Inc.	BR	WEASLER	828493731	2006-06-08	2008-05-20	828493731
Weasler Engineering, Inc.	CA	WEASLER	0546691	1985-07-29	1986-07-11	316280
Weasler Engineering, Inc.	CA	WEASLER	1249934	2005-03-09	2007-06-07	689305
Weasler Engineering, Inc.	WO	WEASLER			2005-03-07	852690
Weasler Engineering, Inc.	CN	WEASLER	852690	2005-03-07	2005-03-07	852690
Weasler Engineering, Inc.	IN	WEASLER	1457830	2006-06-07	2008-03-10	1457830
Weasler Engineering, Inc.	JP	WEASLER	852690	2005-03-07	2005-03-07	852690
Weasler Engineering, Inc.	EU	WEASLER	852690	2005-03-07	2005-03-07	852690
Weasler Engineering, Inc.	MX	WEASLER	718673	2005-05-20	2006-01-27	917241

Loan Party	Country	Mark	Application No.	Filing Date	Reg. Date	Reg. No.
Carlisle Brake & Friction Inc.	CA	CF2000	1877799	16-JAN-2018	TMA1050368	21-AUG-2019
Carlisle Brake & Friction Inc.	CA	COHESIVE FRICTION	1793364	27-JUL-2016	TMA980579	14-SEP-2017
Carlisle Brake & Friction Inc.	CN	<i>DESIGN ONLY</i>	48364569	24-JUL-2020	N/A	N/A
Carlisle Brake & Friction Inc.	CN	HAWK PERFORMANCE	12667865	29-MAY-2013	12667865	07-JUL-2017
Maxima Technologies & Systems, LLC	CN	SW STEWART WARNER	6109326	14-JUN-2007	6109326	14-FEB-2010
Carlisle Brake & Friction Inc.	CN	WELLMAN	43938250	20-JAN-2020	N/A	N/A
Carlisle Brake & Friction Inc.	CA	WELLMAN	38596825	31-MAY-2019	38596825	07-SEP-2020
Carlisle Brake & Friction Inc.	EU	VELVETOUCH	16042641	14-NOV-2016	16042641	17-MAR-2017
Power Packer North America, Inc.	IT	POWER-PACKER	362020000126763	27-JUL-2020	362020000126763	02-OCT-2020
Carlisle Brake & Friction Inc.	JP	VELVETOUCH	2017-110478	23-AUG-2017	6068251	03-AUG-2018
Carlisle Brake & Friction Inc.	TR	VELVETOUCH	2020/127577	19-OCT-2020	N/A	N/A
Carlisle Brake & Friction Inc.	GB	VELVETOUCH	916042641	14-NOV-2016	916042641	17-MAR-2017
Maxima Technologies & Systems, LLC	US	MAXAI	88499479	03-JUL-2019	N/A	N/A
Carlisle Brake & Friction Inc.	US	TALON	87674588	07-NOV-2017	6190187	03-NOV-2020
Carlisle Brake & Friction Inc.	US Ohio state	CARLISLE BRAKE & FRICTION	N/A	N/A	2116165	21-JUN-2012
Carlisle Brake & Friction Inc.	US Ohio state	WELLMAN PRODUCTS GROUP	N/A	N/A	1994318	02-FEB-2011

