

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Electric Corporation LLC		09/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	1700 Bausch & Lomb Place		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4298026	INSTA-MOD	
Registration Number:	5656541	WORLD DRIVE	
Registration Number:	5345503	WORLD START	
Registration Number:	4494965	WORLDWIDE ELECTRIC CORP	
CORRESPONDENCE DATA			
Fax Number:	5854198801		
<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:	585-419-8736		
Email:	trademarks@harrisbeach.com		
Correspondent Name:	Laura W. Smalley, Esq.		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	294732		
NAME OF SUBMITTER:	Laura W. Smalley, Esq.		
SIGNATURE:	/Laura W. Smalley/		
DATE SIGNED:	10/04/2021		
Total Attachments: 8			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”) is made as of this 27th day of September, 2021, by and between WORLDWIDE ELECTRIC CORPORATION LLC, a limited liability company formed under the laws of the State of Delaware with offices at 3540 Winton Place, Rochester, New York 14623, and its successors and assigns (“Grantor”), and KEYBANK NATIONAL ASSOCIATION, a national banking association with offices at 1700 Bausch & Lomb Place, Rochester, New York 14604, as administrative agent for the Lenders under (and as defined in) the Credit Agreement referenced below, and its successors and assigns (the “Administrative Agent”).

WHEREAS, Grantor, the other Borrowers party thereto, the Lenders and Issuers named therein and the Administrative Agent have entered into a certain Second Amended and Restated Credit Facility Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to extend or continue to extend credit to the Borrowers named therein subject to the terms and conditions set forth in the Credit Agreement, and the Issuers have agreed to issue Letters of Credit for the account of the Borrowers on the terms and conditions set forth therein, including (i) a certain revolving credit facility in the maximum principal amount of \$15,000,000 (the “Revolving Credit Facility”) evidenced by certain Revolving Credit Notes of the Borrowers, dated as of even date herewith, in favor of the Lenders or their registered assigns (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Revolving Credit Notes”), (ii) a certain term loan in the original principal amount of \$26,000,000 (the “Restatement Date Term Loan”) evidenced by certain Term Loan Notes of the Borrowers, dated as of even date herewith, in favor of the Lenders or their registered assigns (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Term Loan Notes”), and (iii) a certain delayed draw term loan credit facility in the maximum principal amount of \$21,500,000 (the “Delayed Draw Term Loan Facility”) and all loans made thereunder, together with all loans made under the Revolving Credit Facility and the Restatement Date Term Loan, collectively, the “Loans”) evidenced by certain Delayed Draw Term Loan Notes of the Borrowers, dated as of even date herewith, in favor of the Lenders or their registered assigns (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Delayed Draw Term Loan Notes”, and together with the Revolving Credit Notes and the Restatement Date Term Loan Notes, collectively, the “Notes”) (the Credit Agreement, the Notes, this Agreement and all other instruments, agreements and documents entered into from time to time, evidencing, guaranteeing or securing the Loans or any obligation of payment thereof or performance of obligations of Grantor and the other “Credit Parties” (as such term is defined in the Credit Agreement) in connection with the transaction contemplated hereunder and thereunder, each as the same may from time to time hereafter be amended, supplemented and/or restated, collectively referred to as “Loan Documents”); and

WHEREAS, Grantor understands that the Lenders are willing to grant the Loans to the Borrowers, and the Issuers are willing to issue Letters of Credit for the account of the Borrowers, only upon certain conditions, one of which is that Grantor execute and deliver this Agreement

and this Agreement is being executed and delivered in consideration of each of the Loans and other Obligations granted to the Borrowers by the Lenders and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed upon.

Grantor and the Administrative Agent hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Credit Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the “UCC”) as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

“Liabilities” means the Obligations.

“Payment in Full” means the payment in full in cash of the Loans and other Obligations under the Credit Agreement (other than unasserted, contingent indemnification obligations) and the termination of all Commitments.

“PTO” means the United States Patent and Trademark Office.

“Trademark Collateral” has the meaning set forth in Section 2.

2. Security Interest. Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding the foregoing, the Trademark Collateral shall not include any general intangibles or rights under trademark licenses in which Grantor has an interest to the limited extent that any terms of such general intangible, license or law, statute or regulation pertaining to such general intangible restricts, prohibits or requires a consent (that has not been obtained) of a Person (other than Grantor) to the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law; provided however, that Trademark Collateral shall include (i) proceeds of any item of general intangibles and (ii) any general intangible or license that at any time ceases to satisfy the criteria set forth above to be excluded from Trademark Collateral (whether as a result of Grantor obtaining any necessary consent, any change in law, statute or regulation or otherwise), and provided further that Grantor shall take all commercially reasonable action to obtain consents or otherwise make such general intangibles and licenses eligible as part of the Trademark Collateral.

3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in writing by the Administrative Agent. The Administrative Agent agrees to provide such agreement to Grantor upon Payment in Full of all Obligations. This Agreement has been entered into in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. The rights and remedies of the Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to the Administrative Agent that a true and correct list of all of the existing Trademark Collateral consisting of trademarks and trademark applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor 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 reasonably requested by the Administrative Agent 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 Grantor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the PTO or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Trademark Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes the Administrative Agent to file financing statements describing the Trademark Collateral in any UCC filing office deemed appropriate by the Administrative Agent. If Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Trademark Collateral, Grantor shall immediately notify the Administrative Agent in a writing signed by Grantor of the brief details thereof and grant to the Administrative Agent, for the benefit of the Lenders, 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 reasonably satisfactory to the Administrative Agent.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Administrative Agent with respect to any such new trademark rights promptly, and at any time upon the Administrative Agent's request. Without limiting Grantor's obligations under this Section 6, Grantor authorizes the Administrative Agent unilaterally to modify this Agreement by amending Schedule A to include any new trademark rights acquired by any of them. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement, the Credit Agreement and the Amended and Restated Security Agreement, dated as of even date herewith, by and among, inter alios, Grantor and the Administrative Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"), together with the Schedules hereto and thereto, 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 hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, the Administrative Agent unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Credit Agreement or Security Agreement, the terms most favorable to the Administrative Agent shall be controlling.

9. Counterparts; Effectiveness; Integration; Electronic Execution. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single respective agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute," "signed," "signature," "delivery," and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record. The parties hereto consent to the use of electronic records and electronic signatures in connection with this Agreement.

10. Default. The occurrence of any Event of Default under the Credit Agreement shall be an “Event of Default” under this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Obligations, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as Payment in Full of the Obligations has occurred.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Administrative Agent or by any officer or employee of, alter, limit, or otherwise abridge the rights and remedies of the Administrative Agent hereunder unless agreed by the Administrative Agent in writing. None of the rights and remedies of the Administrative Agent hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Administrative Agent. No delay or omission on the part of the Administrative Agent in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed in writing by the Administrative Agent.

14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

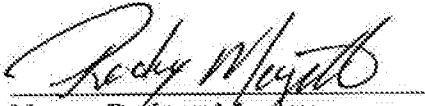
16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Obligations and with respect to the Trademark Collateral.

17. Amendment and Restatement. This Agreement amends and restates that certain Trademark Security Agreement, dated as of June 13, 2018 (the “Original Trademark Security Agreement”), by and between Grantor (as successor by merger to WWE Merger Sub LLC, a limited liability company formed under the laws of the State of Delaware) and KeyBank National Association. The obligations of Grantor under the Original Trademark Security Agreement shall continue under this Agreement, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Agreement. All references to the Original Trademark Security Agreement in any Loan Document (other than this Agreement) or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLDWIDE ELECTRIC CORPORATION LLC

By: 
Name: Rodney Mayette
Title: Chief Financial Officer

Accepted:

**KEYBANK NATIONAL
ASSOCIATION**, as Administrative Agent

By: _____
Name: Jeffrey Morse
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WORLDWIDE ELECTRIC CORPORATION LLC

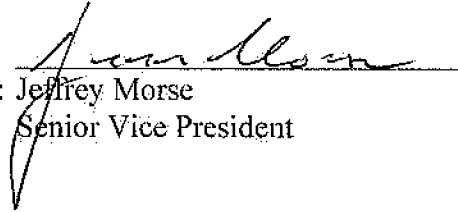
By:

Name: Rodney Mayette
Title: Chief Financial Officer

Accepted:

**KEYBANK NATIONAL
ASSOCIATION**, as Administrative Agent

By:




Name: Jeffrey Morse
Title: Senior Vice President

SCHEDULE A
To the Trademark Security Agreement

Grantor: **WORLDWIDE ELECTRIC CORPORATION LLC**
Administrative Agent: **KEYBANK NATIONAL ASSOCIATION**

Registered Trademarks (US)

<u>MARK</u>	<u>GOODS/SERVICES</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
INSTA-MOD	IC 037. US 100 103 106. G & S: Customization of electric motors to order.	4298026	3/5/2013
WORLD DRIVE	IC 009. US 021 023 026 036 038. G & S: Electronic controls for motors	5656541	1/15/2019
WORLD START	IC 007. US 013 019 021 023 031 034 035. G & S: Starters for motors. IC 009. US 021 023 026 036 038. G & S: Electronic controls for motors.	5345503	11/28/2017
WORLDWIDE ELECTRIC CORP 	IC 007. US 013 019 021 023 031 034 035. G & S: motors other than for land vehicles; enclosed drives for industrial machinery; machine parts, namely, bushings, motor mounts, and mounting bases for machines; engines other than for land vehicles; back stops, namely, clutches used on gear drives for motors and engines used in industrial applications; torque arms, namely, stabilizers for gears used in industrial applications; motor starters; gear box, other than for land vehicles; gear motors, not for land vehicles; pressure switches as parts for machines.	4494965	3/11/2014