

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper Machinery Services LLC		12/13/2021	Limited Liability Company: DELAWARE
Energy Dynamics, LLC		12/13/2021	Limited Liability Company: TEXAS
EPIC HOLDINGS, LLC		12/13/2021	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Collateral Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	581332	AJAX	
Registration Number:	2234664	CB	
Registration Number:	2166776	COOPER BESSEMER EST. 1833	
Registration Number:	52744		
Registration Number:	5339194	ENGAGERECIP	
Registration Number:	417731	ENTERPRISE	
Registration Number:	5556311	POWERFLOW	
Registration Number:	3645258	SUPERIOR	
Registration Number:	3822975	TURBO SHIELD	
Registration Number:	1627985	POWER PARTS	
Registration Number:	4050203	OSLO	
Registration Number:	5618864	OSLO	
Registration Number:	5618865	ZURICH	
Registration Number:	5224185	ZURICH	

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CORRESPONDENCE DATA**Fax Number:** 3129021061*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:** 312-577-8438**Email:** raquel.haleem@katten.com**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	12/13/2021
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 13, 2021 is made by Cooper Machinery Services LLC, a Delaware limited liability company, Energy Dynamics, LLC, a Texas limited liability company, and EPIC HOLDINGS, LLC, a Texas limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of BMO Harris Bank N.A., a Canadian chartered bank acting through its Chicago branch, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of December 13, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, 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:

TERMS. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN OR GIVEN BY REFERENCE IN THE SECURITY AGREEMENT.

GRANT OF SECURITY. AS SECURITY FOR THE PAYMENT (HOWSOEVER CREATED ARISING OR EVIDENCED, WHETHER DIRECT OR INDIRECT, ABSOLUTE OR CONTINGENT, NOW OR HEREAFTER EXISTING OR DUE OR TO BECOME DUE) OR PERFORMANCE WHEN DUE (WHETHER AT THE STATED MATURITY, BY ACCELERATION OR OTHERWISE), 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 SUCH 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” TRADEMARK APPLICATION 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.

RECORDATION. EACH GRANTOR AUTHORIZES AND REQUESTS THAT THE COMMISSIONER FOR TRADEMARKS RECORD THIS TRADEMARK SECURITY AGREEMENT WITH THE U.S. PATENT AND TRADEMARK OFFICE.

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 COUNTERPART OF THIS AGREEMENT BY PDF, FACSIMILE OR OTHER ELECTRONIC METHOD OF TRANSMISSION SHALL BE EQUALLY AS EFFECTIVE AS DELIVERY OF AN ORIGINAL EXECUTED COUNTERPART OF THIS AGREEMENT BUT THE FAILURE TO DELIVER AN ORIGINAL EXECUTED COUNTERPART SHALL NOT AFFECT THE VALIDITY, ENFORCEABILITY AND BINDING EFFECT OF THIS AGREEMENT. THE WORDS "EXECUTION", "EXECUTE", "SIGNED", "SIGNATURE" AND WORDS OF LIKE IMPORT IN OR RELATED TO ANY DOCUMENT TO BE SIGNED IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE DEEMED TO INCLUDE ELECTRONIC SIGNATURES, THE ELECTRONIC MATCHING OF ASSIGNMENT TERMS AND CONTRACT FORMATIONS ON ELECTRONIC PLATFORMS APPROVED BY THE ADMINISTRATIVE AGENT, 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 OR THE USE OF A PAPER-BASED RECORDKEEPING SYSTEM, AS THE CASE MAY BE, TO THE EXTENT AND AS PROVIDED FOR IN ANY APPLICABLE LAW, INCLUDING THE FEDERAL ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, THE NEW YORK STATE ELECTRONIC SIGNATURES AND RECORDS ACT, OR ANY OTHER SIMILAR STATE LAWS BASED ON THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

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.

GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO 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 (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).

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 have executed this Trademark Security Agreement as of the date first above written.

COOPER MACHINERY SERVICES LLC

By: 

Name: Imran Malik
Title: Chief Financial Officer

ENERGY DYNAMICS, LLC

By: 

Name: Imran Malik
Title: Chief Financial Officer

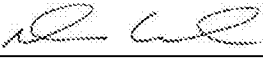
EPIC HOLDINGS, LLC

By: 

Name: Imran Malik
Title: Chief Financial Officer

Accepted and Agreed:

BMO HARRIS BANK N.A., as Collateral Agent

By:  _____

Name: Dan Weeks

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]