

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
East West Manufacturing LLC		12/22/2021	Limited Liability Company: GEORGIA
I-EWM Acquisition, LLC		12/22/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3116856	EW MOTORS	
Registration Number:	4221598	EAST WEST MANUFACTURING	
Registration Number:	4395103		
Registration Number:	4070632	INNOVOLT	
Registration Number:	4490565	POWERING PERFORMANCE	
Registration Number:	4480600	INNOVOLT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1555105 TM		

OP \$165.00 3116856

NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	12/22/2021
Total Attachments: 5 source=Trademark Security Agreement - Global Family [Executed]#page2.tif source=Trademark Security Agreement - Global Family [Executed]#page3.tif source=Trademark Security Agreement - Global Family [Executed]#page4.tif source=Trademark Security Agreement - Global Family [Executed]#page5.tif source=Trademark Security Agreement - Global Family [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2021 (this “Agreement”), between EAST WEST MANUFACTURING, LLC, a Georgia limited liability company and I-EWM ACQUISITION, LLC, a Georgia limited liability company (the “Grantors” and, individually, each a “Grantor”), and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement, dated as of December 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among GLOBAL FAMILY INTERMEDIATECO, LLC, a Delaware limited liability company (“Initial Holdings”), EAST WEST MANUFACTURING, LLC, a Georgia limited liability company (the “Borrower”), the Lenders party thereto and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of December 22, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Initial Holdings, the Borrower, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. 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, its successors and assigns, 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 all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken

together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures 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.

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

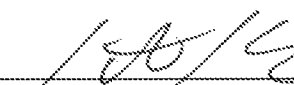
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EAST WEST MANUFACTURING, LLC

By: 
Name: Scott Ellyson
Title: Chief Executive Officer

I-EWM ACQUISITION, LLC, as Grantor


By: 
Name: Scott Ellyson
Title: President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EAST WEST MANUFACTURING, LLC
I-EWM ACQUISITION, LLC, each as a
Grantor



By: _____
Name:
Title:

KEYBANK NATIONAL ASSOCIATION, as
Collateral Agent

By:  _____
Name: Andrew C. Ashley
Title: Director

Schedule I

United States Registered Trademarks

Owner	Registration Number	Trademark
East West Manufacturing LLC	3116856	EW MOTORS & Design 
East West Manufacturing LLC	4221598	EAST WEST MANUFACTURING
I-EWM Acquisition, LLC	4395103	I-DESIGN 
I-EWM Acquisition, LLC	4070632	INNOVOLT
I-EWM Acquisition, LLC	4490565	POWERING PERFORMANCE
I-EWM Acquisition, LLC	4480600	INNOVOLT