

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEXAS HYDRAULICS, INC.		12/22/2021	Corporation: DELAWARE
THE OILGEAR COMPANY		12/22/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. DEARBORN, FLOOR L2 IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85825376	ARMORROD	
Serial Number:	72247826	OILGEAR FLUID POWER	
Serial Number:	71607186	OILGEAR	
Serial Number:	71607187	OILGEAR	
Serial Number:	71566000	OILGEAR	
Serial Number:	71566001	OILGEAR	
Serial Number:	73261931	TOWLER	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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:	2146617347		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Suite 3900		
Address Line 2:	c/o Vinson & Elkins L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	CHA715.71034		
NAME OF SUBMITTER:	Shannon Bertino		

OP \$190.00 85825376

SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	12/31/2021
Total Attachments: 6 source=JPM - THI - Trademark Security Agreement [Executed]#page1.tif source=JPM - THI - Trademark Security Agreement [Executed]#page2.tif source=JPM - THI - Trademark Security Agreement [Executed]#page3.tif source=JPM - THI - Trademark Security Agreement [Executed]#page4.tif source=JPM - THI - Trademark Security Agreement [Executed]#page5.tif source=JPM - THI - Trademark Security Agreement [Executed]#page6.tif	

THE LIENS AND SECURITY INTERESTS SECURING THE SECURED OBLIGATIONS AS EVIDENCED HEREBY ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 22, 2021 (AS AMENDED OR MODIFIED FROM TIME TO TIME), BY AND BETWEEN JPMORGAN CHASE BANK, N.A., AS ABL AGENT AND TCW ASSET MANAGEMENT COMPANY LLC, AS TERM AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of 22, 2021, by TEXAS HYDRAULICS, INC., a corporation organized under the laws of the State of Delaware with offices located at 3410 N. Range Road, Temple, TX 76504 ("THI"), and THE OILGEAR COMPANY, a corporation organized under the laws of the State of Wisconsin with offices located at 1424 International Drive, Traverse City, MI 49686 ("Oilgear", together with THI the "Grantors", and each a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, the Grantors, certain affiliates of the Grantors party thereto from time to time, the lenders party thereto from time to time (collectively, the "Lenders") and Agent have entered into a certain ABL Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of the Secured Parties, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Secured Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of the Secured Parties, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof,

and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is a Loan Document.


4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

5. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 13.9 AND 13.10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

TEXAS HYDRAULICS, INC.,
as a Grantor


By: 
Name: Matt Fangman
Title: Chief Financial Officer

THE OILGEAR COMPANY,
as a Grantor

By: 
Name: Matt Fangman
Title: Chief Financial Officer

Agreed and Accepted

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Thomas M. Vertin
Its: Authorized Officer