

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELECTRO-MATIC PRODUCTS, INC.		01/28/2022	Corporation: MICHIGAN
APPLIED CONTROLS, INC.		01/28/2022	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue, 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4865243	ELECTRO-MATIC
Registration Number:	1907105	EM
Registration Number:	4372498	EM
Registration Number:	4372170	FACTORY VISION
Registration Number:	5880504	FUSIONBILLBOARD
Registration Number:	5698023	FUSIONPLUS
Registration Number:	5698022	FUSIONPRO
Registration Number:	5698021	FUSION
Registration Number:	3205343	HYPERION
Registration Number:	4557054	TURNING INNOVATION INTO VALUE
Registration Number:	4376296	4U2SEE
Registration Number:	2661424	APPLIED CONTROLS
Registration Number:	4320824	DRIVING TECHNOLOGY TO YOUR BOTTOM LINE
Registration Number:	4261427	POWERBREAK
Registration Number:	2531596	TECHNOLOGY TAKEOUT
Registration Number:	2482122	TECHTOBERFEST

OP \$415.00 4865243

CORRESPONDENCE DATA**Fax Number:** 8009144240*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:** 800-713-0755**Email:** Michael.Violet@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/28/2022

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of January 28, 2022, made by ELECTROMATIC PRODUCTS, INC., a Michigan corporation, and APPLIED CONTROLS, INC., a Pennsylvania corporation (the "Grantors"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Agent") for the lenders (the "Lenders") that are party to the Second Lien Credit Agreement, dated as of April 30, 2018 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrowers (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and the other parties thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 30, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent;

WHEREAS, pursuant to that certain Assumption Agreement, dated as of January 28, 2022, in favor of the Agent, the Grantors became parties to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantors hereby confirm that, subject to existing licenses to use the Trademarks granted by the Grantors and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors' right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by the Grantors (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds of the foregoing, as collateral security for the prompt and

complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantors, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

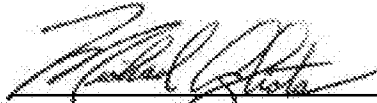
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ELECTRO-MATIC PRODUCTS, INC.

By: 
Name: Michael Agliata
Title: Vice President, General Counsel
and Secretary

APPLIED CONTROLS, INC.

By: 
Name: Michael Agliata
Title: Vice President, General Counsel
and Secretary

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Agent

By:  _____

Name: Lingzi Huang

Title: Authorized Signatory

By:  _____



Name: Jessica Gavarkovs

Title: Authorized Signatory

SCHEDULE I

Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date.</u>
Electro-Matic Products, Inc.	ELECTRO-MATIC	Registered	4865243	12/08/2015
Electro-Matic Products, Inc.	 Class 9	Registered	1907105	7/25/1995
Electro-Matic Products, Inc.	 Class 35 and 37	Registered	4372498	7/23/2013
Electro-Matic Products, Inc.	FACTORY VISION	Registered	4372170	7/23/2013
Electro-Matic Products, Inc.	 FUSIONLEADER	Registered	5880504	10/8/2019
Electro-Matic Products, Inc.	 FUSIONPLUS	Registered	5698023	3/12/2019
Electro-Matic Products, Inc.	 FUSIONPRO	Registered	5698022	3/12/2019
Electro-Matic Products, Inc.	 FUSION	Registered	5698021	3/12/2019
Electro-Matic Products, Inc.	HYPERION	Registered	3205343	2/6/2007
Electro-Matic Products, Inc.	TURNING INNOVATION INTO VALUE	Registered	4557054	6/24/2014
Electro-Matic Products, Inc.	4U2SEE	Registered	4376296	7/30/2013
Applied Controls, Inc.	 APPLIED CONTROLS	Registered	2661424	12/17/2002
Applied Controls, Inc.	 BRINGING TECHNOLOGY TO YOUR BUSINESS	Registered	4320824	4/16/2013

<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date.</u>
Applied Controls, Inc.	POWERBREAK	Registered	4261427	12/18/2012
Applied Controls, Inc.		Registered	2531596	1/22/2002
Applied Controls, Inc.		Registered	2482122	8/28/2001