

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
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:	DEUTSCHE BANK AG NEW YORK BRANCH		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	German Banking Corporation: GERMANY		
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	
CORRESPONDENCE DATA			

CH \$415.00 4865243

Fax Number:

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: 2128192511
Email: iprecordations@whitecase.com
Correspondent Name: Kate Andes/ White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1111779-2701-CM65
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NAME OF SUBMITTER:	Kate Andes
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SIGNATURE:	/Kate Andes/
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DATE SIGNED:	01/28/2022
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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 ELECTRO-MATIC PRODUCTS, INC., a Michigan corporation, and APPLIED CONTROLS, INC., a Pennsylvania corporation (the "Grantors"), in favor of DEUTSCHE BANK AG NEW YORK 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 ABL Credit Agreement, dated as of December 11, 2017 (as amended by Amendment No. 1, dated as of March 16, 2018, Amendment No. 2, dated as of April 30, 2018, Amendment No. 3, dated as of April 30, 2018, Amendment No. 4, dated as of July 11, 2018 Amendment No. 5 thereto, dated as of August 15, 2018, Amendment No. 6 thereto, dated February 22, 2019, and Amendment No. 7 thereto, dated December 7, 2021, and as the same may be further amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among CD&R Hydra Buyer, Inc. a Delaware corporation (the "Parent Borrower"), STS Operating, Inc., a Delaware corporation (the "OpCo Borrower"), the Subsidiary Borrowers (as defined therein) from time to time party thereto (together with the Parent Borrower and the OpCo Borrower, the "Borrowers") and the Agent.

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

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered an ABL Guarantee and Collateral Agreement, dated as of December 11, 2017, (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. The words "execution," "signed," "signature," and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) 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.

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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.

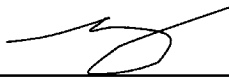
ELECTRO-MATIC PRODUCTS, INC.

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

DEUTSCHE BANK AG NEW YORK BRANCH,
as Agent

By:  _____

Name: Philip Tancorra
Vice President
Title: philip.tancorra@db.com
212-250-6576



By:  _____

Name: Jessica Lutrario
Title: Associate
212-250-8235
jessica.lutrario@db.com

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.	 FUSIONELLEDPRO	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 WORKPLACE	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