

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711523

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WINSERT, LLC		02/28/2022	Limited Liability Company: WISCONSIN
WINSERT HOLDINGS, LLC		02/28/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	KEYBANK, NATIONAL ASSOCIATION
Street Address:	383 MAIN AVENUE, MERRITT VIEW SUITE 409
City:	NORWALK
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	78416180	WINSERT
Serial Number:	78416189	WINSERT
Serial Number:	78416185	WINSERT
Serial Number:	78416196	W
Serial Number:	78416193	W
Serial Number:	78416231	W
Serial Number:	87860029	W740-P
Serial Number:	87860034	W211-P
Serial Number:	87860031	W721-P
Serial Number:	87860025	W13-P
Serial Number:	87860021	W77T6-P
Serial Number:	87860023	W360-P
Serial Number:	87860030	W10-P
Serial Number:	87860027	W13C-P
Serial Number:	87860035	W711-P
Serial Number:	87957580	W113-P
Serial Number:	87860041	W713-P

OP \$490.00 78416180

Property Type	Number	Word Mark
Serial Number:	87860045	INNOVATION BEGINS HERE
Serial Number:	87860043	INNOVATIVE ALLOY SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8605482680

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: 8605095347

Email: cguilmette@uks.com

Correspondent Name: JOHN F. WOLTER, ESQUIRE

Address Line 1: 225 ASYLUM STREET

Address Line 2: UPDIKE, KELLY & SPELLACY, P.C.

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	CHRISTINE GUILMETTE
SIGNATURE:	/CHRISTINE GUILMETTE/
DATE SIGNED:	03/02/2022

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented and/or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of February 28, 2022 by WINSERT, LLC, a Wisconsin limited liability company (“Borrower”, and together with each other Credit Party from time to time party to the Credit Agreement as a Guarantor, referred to herein collectively, as the “Grantors”), in favor of KEYBANK, NATIONAL ASSOCIATION, a national banking association (“Lender”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

A. Grantors have requested that the Lender from time to time extend credit or otherwise make financial accommodations available to it, including, without limitation, pursuant to the terms of that certain Credit and Security Agreement dated as of the date hereof, among Borrower, each other Credit Party a party thereto and the Lender (as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

B. Under the terms of the Credit Agreement and the other Financing Agreements, each Grantor has granted to Lender for itself and each Swap Agreement Provider, a security interest in, among other property, the Intellectual Property Collateral (hereinafter defined), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other Governmental Body; and

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantors’ Liabilities under the Credit Agreement and the other Financing Agreements, each Grantor hereby grants to the Lender, for the benefit of and on behalf of itself and each Secured Pledge Provider, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired by such Grantor (collectively, the “Intellectual Property Collateral”):

(a) The U.S copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S. and state trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

Notwithstanding anything contained in this IP Security Agreement or any of the other Financing Agreement to the contrary, the term "Intellectual Property Collateral" shall not include (a) any rights or interest in any contract, lease, license, charter or license agreement covering personal property of each Grantor (excluding any such contract, lease, permit, license, charter or license agreement between such Grantor and any affiliate or subsidiary of such Grantor) if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, the foregoing exclusions shall in no way be construed (i) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, OR 9-409 of the UCC or other applicable law, (ii) to limit, impair, or otherwise affect the Lender’s continuing security interests in and liens upon any rights or interests of such Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any receivables), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license agreement, or stock, or (iii) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition) or (b) any application for trademarks and servicemarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), unless and until evidence of the use of such trademark or servicemark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d).

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security

Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Lender in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall, upon request by the Lender, execute and deliver to the Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

4. Power of Attorney. Upon the occurrence and continuance of an Event of Default, only after the expiration of any applicable cure period, each Grantor hereby irrevocably grants to the Lender a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Lender's reasonable discretion, to take any action and to execute any instrument that the Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property Collateral (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of an Event of Default, only after the expiration of any applicable cure period, to execute, file and pursue any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or such Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; *provided, however*, unless an Event of Default has occurred and is continuing, only after the expiration of any applicable cure period, the Lender will not take any actions which result in an assignment or transfer of title of such Intellectual Property Collateral to the Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, only after the expiration of any applicable cure period, the Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the such Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of the Lender in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default,

only after the expiration of any applicable cure period, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Intellectual Property Collateral, pursuant to the Credit Agreement, and (ii) take any other actions with respect to the Intellectual Property Collateral as the Lender reasonably deems to be in the best interest of itself and the Lender and each Swap Agreement Provider.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Liabilities secured hereby have been paid and performed in full (other than contingent indemnification obligations for which claims have not been asserted), the Credit Agreement has been terminated (except for any obligations designated thereunder as continuing on an unsecured basis) and all commitments of the Lender to make Loans have been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to its respective Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Liabilities (other than contingent indemnification obligations for which claims have not been asserted) secured hereby and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Lender (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Lender to evidence such termination.

6. Newly Applied For or Newly Registered Copyrights, Patents, Trademarks and Domain Names. Until such time as this IP Security Agreement is terminated, each Grantor shall provide the Lender prompt written notice of each newly registered Copyrights, Patents, Trademarks and Domain Names (if any) owned by such Grantor.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lender, for the benefit of and on behalf of itself and the Lender and each Swap Agreement Provider, under the Credit Agreement and the other Financing Agreements. The rights and remedies of the Grantors and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement and the other Financing Agreements, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Financing Agreements, the provisions of the Credit Agreement or the other Financing Agreements shall govern.

(b) This IP Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page counterpart hereof by telecopy, emailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart

hereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic association of signatures and records on electronic platforms, deliveries 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, physical delivery thereof 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 Uniform Electronic Transactions Act, any other similar state laws based on the Uniform Electronic Transactions Act, the Uniform Commercial Code, each as amended, and the parties hereto hereby waive any objection to the contrary, provided that (x) nothing herein shall require the Lender to accept electronic signature counterparts in any form or format and (y) the Lender reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this IP Security Agreement and the parties hereto agree to promptly deliver such manually executed counterpart signature pages.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York choice of law or conflicts of law principles).

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

WINSERT, LLC
a Wisconsin limited liability company

By: 
Name: Greg Greenberg
Title: Chairperson

WINSERT HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: Greg Greenberg
Title: Chairperson

LENDER:

KEYBANK, NATIONAL ASSOCIATION

By: _____
Name: Albert M. Schenck
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

WINSERT, LLC
a Wisconsin limited liability company


By: _____
Name: Greg Greenberg
Title: Chairperson

WINSERT HOLDINGS, LLC
a Delaware limited liability company

By: _____
Name: Greg Greenberg
Title: Chairperson

LENDER:

KEYBANK, NATIONAL ASSOCIATION

By:  _____
Name: Albert M. Schenck
Title: Senior Vice President

SCHEDULE A

COPYRIGHT COLLATERAL

None.

SCHEDULE B
PATENT COLLATERAL

Title	Country	App. No. Pub. No. Patent No.	Filing Date Pub. Date Issue Date	Status; Next Deadline	Record Owner
WEAR AND CORROSION RESISTANT AUSTENITIC IRON BASE ALLOY	US	10/639,713 US 2004- 0033154 A1 6,866,816	08/12/2003 02/19/2004 03/15/2005	Issued No more fees due	Winsert, Inc.
WEAR AND CORROSION RESISTANT AUSTENITIC IRON BASE ALLOY	EP	03254985.9 1391529 1391529	08/12/2003 02/25/2004 10/01/2008	Issued Validated in GB, DE, SE, FR (No more annuities due)	Winsert, Inc.
WEAR RESISTANT ALLOY FOR VALVE SEAT INSERTS	EP	05014833.7 1614762 1614762	7/8/2005 1/11/2006 8/25/2010	Issued Validated in DE, SE, FR, GB (No more annuities due)	Winsert, Inc.
WEAR RESISTANT ALLOY FOR VALVE SEAT INSERT USED IN INTERNAL	US	11/159,548 US 2006-	06/23/2005 12/21/2006	Issued No more fees	Winsert, Inc.




Title	Country	App. No. Pub. No. Patent No.	Filing Date Pub. Date Issue Date	Status; Next Deadline	Record Owner
COMBUSTION ENGINES		0283526 A1 7,611,590	11/03/2009	due	
ACID RESISTANT AUSTENITIC ALLOY FOR VALVE SEAT INSERT	BR	PI0604291- 0 PI0604291- 0	10/13/2006 7/11/2017	Issued Annuity due 10/13/2022	Winsert, Inc.
ACID RESISTANT AUSTENITIC ALLOY FOR VALVE SEAT INSERT	EP	06255276.5 1,775,351	10/13/2006 3/18/2009	Issued Validated in GB, DE, SE, FR No further annuities due	Winsert, Inc.
ACID RESISTANT AUSTENITIC ALLOY FOR VALVE SEAT INSERTS	US	11/735,286 US 2008- 0253918 A1 7,754,142	4/13/2007 10/16/2008 7/13/2010	Issued Maintenance fee due 07/13/2022	Winsert, Inc.
ACID RESISTANT AUSTENITIC ALLOY FOR VALVE SEAT INSERT	BR	C10604291- 0 C10604291- 0	10/13/2006 4/10/2018	Issued Annuity due 10/13/2022	Winsert, Inc.
ACID RESISTANT AUSTENITIC ALLOY FOR VALVE SEAT INSERTS	EP	08251388.8 1980637	4/10/2008 10/15/2008	Issued Validated in FR, DE, SE,	Winsert, Inc.

Title	Country	App. No. Pub. No. Patent No.	Filing Date Pub. Date Issue Date	Status; Next Deadline	Record Owner
		1980637	3/16/2011	GB No further annuities due	
WEAR RESISTANT ALLOY CONTAINING RESIDUAL AUSTENITE FOR VALVE SEAT INSERT	US	10/074,068 6,916,444	02/12/2002 07/12/2005	Issued No more fees due	Winsert, Inc.
IRON-BASED ALLOY USED IN THE PRODUCTION OF A VALVE SEAT RING IN AN INTERNAL COMBUSTION ENGINE CONTAINS ALLOYING ADDITIONS OF CARBON, CHROMIUM, SILICON, MOLYBDENUM, NICKEL AND OPTIONALLY COBALT, VANADIUM, NIOBIUM, MANGANESE AND TUNGSTEN	FR	0301469 2835850	02/07/2003 04/13/2007	Issued	Winsert, Inc.
WEAR-RESISTANT ALLOY CONTAINING RETAINED AUSTENITE FOR VALVE SEAT INSERTS	DE	10305568.1- 24 10305568	02/10/2003 11/29/2012	Issued	Winsert, Inc.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks and Pending Trademark Applications

Mark	Country/State	Serial No. Reg. No.	Filing Date Reg. Date	Status; Next Deadline	Record Owner
WINSERT	U.S.	78/416,180 3,103,044	5/10/2004 6/13/2006	Renewal 6/13/2026	Winsert, Inc.
WINSERT	U.S.	78/416,189 2,965,213	5/10/2004 7/05/2005	Renewal 7/05/2025	Winsert, Inc.
WINSERT	U.S.	78/416,185 2,948,097	5/10/2004 5/10/2005	Renewal 5/10/2025	Winsert, Inc.
	U.S.	78/416,196 3,105,948	5/10/2004 6/20/2006	Renewal 6/20/2026	Winsert, Inc.
	U.S.	78/416,193 2,964,127	5/10/2004 6/28/2005	Renewal 6/28/2025	Winsert, Inc.
	U.S.	78/416,231 2,964,128	5/10/2004 6/28/2005	Renewal 6/28/2025	Winsert, Inc.
W740-P	U.S.	87/860,029 5,606,596	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W211-P	U.S.	87/860,034 5,606,599	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W721-P	U.S.	87/860,031 5,606,598	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.

Mark	Country/State	Serial No. Reg. No.	Filing Date Reg. Date	Status; Next Deadline	Record Owner
W13-P	U.S.	87/860,025 5,606,594	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W77T6-P	U.S.	87/860,021 5,606,592	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W360-P	U.S.	87/860,023 5,606,593	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W10-P	U.S.	87/860,030 5,606,597	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W13C-P	U.S.	87/860,027 5,606,595	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W711-P	U.S.	87/860,035 5,606,600	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
W113-P	U.S.	87/957,580 5,627,939	6/11/2018 12/11/2018	Declaration of Use 12/11/2024	Winsert, Inc.
W713-P	U.S.	87/860,041 5,626,208	4/2/2018 12/11/2018	Declaration of Use 12/11/2024	Winsert, Inc.
INNOVATION BEGINS HERE	U.S.	87/860,045 5,606,601	4/2/2018 11/13/2018	Declaration of Use 11/13/2024	Winsert, Inc.
INNOVATIVE ALLOY SOLUTIONS	U.S.	87/860,043 5,641,145	4/2/2018 1/01/2019	Declaration of Use 1/01/2025	Winsert, Inc.

SCHEDULE D

DOMAIN NAMES

Domain Name	Renewal Date	Registrant
winsert.com	Auto-Renews 5/19/2022	Laurie Tuinstra (laurie.tuinstra@winsert.com)
winsert.de	Auto-Renews 2/27/2024	Laurie Tuinstra (laurie.tuinstra@winsert.com)
winsert.eu	Auto-Renews 3/23/2024	Laurie Tuinstra (laurie.tuinstra@winsert.com)