

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM713437

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRIMECH SOLUTIONS, LLC		03/10/2022	Limited Liability Company: DELAWARE
TRIMECH SERVICES, LLC		03/10/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3734658	TRIMECH	
<b>Registration Number:</b>	3627735	TRIMECH	
<b>Registration Number:</b>	6111558	TRIMECH SERVICES	
<b>Registration Number:</b>	6111559	TRIMECH STAFFING	
<b>Registration Number:</b>	6367893	TRIMECH PEG PROJECT ENGINEERING GROUP	
<b>Registration Number:</b>	6367894	TRIMECH POWER SUITE	
<b>Registration Number:</b>	4486376	THE GOOD NEWS IN MANUFACTURING	
<b>Registration Number:</b>	4689482	GEMINI GRAPHICAL MACHINE INTERFACE	
<b>Registration Number:</b>	4450569	MACDAC ENGINEERING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		

OP \$240.00 3734658

**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 23743.515041

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 03/10/2022

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of March 10, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ANTARES CAPITAL LP, as administrative agent and collateral agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein or the Credit Agreement, as applicable, in each case referred to therein.

WHEREAS, TRIMECH MIDCO II, LLC, a Delaware limited liability company (“Holdings”), TRIMECH PURCHASER, LLC, a Delaware limited liability company (the “Initial Borrower”), TRIMECH ACQUISITION CORP., a Delaware corporation (the “Company” and immediately following consummation of the Closing Date Acquisition, the execution and delivery of the Closing Date Assumption Agreement and the merger of the Initial Borrower with and into it on the Closing Date, the “Borrower”), the other Credit Parties party thereto, Agent and each Lender from time to time party thereto have entered into the Credit Agreement, dated as of March 10, 2022 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks including those for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a

Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in 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 transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**TRIMECH SOLUTIONS, LLC**

By:   
Name: Michael Keegan  
Title: Chief Financial Officer and Treasurer

**TRIMECH SERVICES, LLC**

By:   
Name: Michael Keegan  
Title: Chief Financial Officer and Secretary

**ANTARES CAPITAL LP,**  
as Agent

By: Michael Ahrens  
Name: Michael Ahrens  
Title: Its Duly Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Registered Mark</b>	<b>Current Record Owner/Grantor</b>	<b>Registration No. / Application No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
1. TRIMECH	TRIMECH SOLUTIONS, LLC	3,734,658	August 3, 2007	January 5, 2010
2. TRIMECH	TRIMECH SERVICES, LLC	3,627,735	August 3, 2007	May 26, 2009
3. TRIMECH SERVICES & design	TRIMECH SERVICES, LLC	6,111,558	September 10, 2019	July 28, 2020
4. TRIMECH STAFFING & design	TRIMECH SERVICES, LLC	6,111,559	September 10, 2019	July 28, 2020
5. TRIMECH PEG PROJECT ENGINEERING GROUP & design	TRIMECH SOLUTIONS, LLC	6,367,893	May 11, 2020	June 1, 2021
6. TRIMECH POWER SUITE & design	TRIMECH SOLUTIONS, LLC	6,367,894	May 11, 2020	June 1, 2021
7. THE GOOD NEWS IN MANUFACTURING	TRIMECH SOLUTIONS, LLC	4,486,376	April 4, 2013	February 18, 2014
8. GEMINI GRAPHICAL MACHINE INTERFACE	TRIMECH SOLUTIONS, LLC	4,689,482	September 17, 2013	February 17, 2015
9. MACDAC ENGINEERING	TRIMECH SOLUTIONS, LLC	4,450,569	April 4, 2013	December 17, 2013