

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719285

<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>
Radwell International, LLC		04/01/2022	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL MARKETS LLC		
<b>Street Address:</b>	200 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97157903	RADWELL	
<b>Registration Number:</b>	3996697	PLCCENTER	
<b>Registration Number:</b>	3255815	SPECK INDUSTRIAL CONTROLS	
<b>Registration Number:</b>	3192391	RADWELL INTERNATIONAL, INC.	
<b>Registration Number:</b>	3236152	SPECK INDUSTRIAL CONTROLS	
<b>Registration Number:</b>	3129072	PLCCENTER.COM	
<b>Registration Number:</b>	3063585	RADWELL INTERNATIONAL	
<b>Registration Number:</b>	2923461	PLCCENTER	
<b>Registration Number:</b>	2906483	PLCCENTER.COM. THE WORLD'S LARGEST SOURC	
<b>Registration Number:</b>	2763368	SPECK INDUSTRIAL CONTROLS, INC. REPAIR &	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2128487348		
<b>Email:</b>	eve.hewins@shearman.com		
<b>Correspondent Name:</b>	Sophia Zander		
<b>Address Line 1:</b>	599 Lexington Ave		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

CH \$265.00 97157903

<b>NAME OF SUBMITTER:</b>	Sophia Zander
<b>SIGNATURE:</b>	/Sophia Zander/
<b>DATE SIGNED:</b>	04/06/2022
<b>Total Attachments: 5</b> source=Project Raptor - Trademark Security Agreement [Executed]#page1.tif source=Project Raptor - Trademark Security Agreement [Executed]#page2.tif source=Project Raptor - Trademark Security Agreement [Executed]#page3.tif source=Project Raptor - Trademark Security Agreement [Executed]#page4.tif source=Project Raptor - Trademark Security Agreement [Executed]#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of April 1, 2022, by Radwell International, LLC (the “**Grantor**”), in favor of GOLUB CAPITAL MARKETS LLC, in its capacity as administrative agent and collateral agent (in such capacity, the “**Collateral Agent**”).

### W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement dated as of April 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, excluding any Excluded Assets, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter owned, adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;
- (a) all goodwill associated therewith or symbolized thereby;
- (b) all claims for, and rights to sue for, past, present and future infringements or other violations of any of the foregoing; and
- (c) all proceeds, income, royalties, damages and payments now or hereafter due and/or payable with respect to any of the foregoing, including damages and payments for past, present and future infringement thereof.

Notwithstanding anything to the contrary in this Trademark Security Agreement or any other Loan Document, the above assets will not include, this Trademark Security Agreement will not constitute a grant of security interest in and the security interest granted hereunder will not attach to, in each case, any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control to the extent of the conflict.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission will be as effective as delivery of a manually signed original. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

**RADWELL INTERNATIONAL, LLC,**  
as the Grantor

By:  \_\_\_\_\_  
Name: Brian J. Radwell  
Title: Chief Executive Officer

Accepted and Agreed:  
**GOLUB CAPITAL MARKETS LLC,**  
as Collateral Agent

By:   
Name: Marc C. Robinson  
Title: Senior Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Status	Application Date	Application Number	Registration Date	Registration Number
RADWELL 	United States	Pending (USE)	12/6/2021	97157903	N/A	N/A
PLCCENTER	United States	Registered	10/29/2010	85165052	7/19/2011	3996697
SPECK INDUSTRIAL CONTROLS	United States	Registered	7/14/2006	78929984	6/26/2007	3255815
RADWELL INTERNATIONAL, INC.	United States	Registered	11/1/2005	78744183	1/2/2007	3192391
SPECK INDUSTRIAL CONTROLS	United States	Registered	10/14/2005	78733836	5/1/2007	3236152
PLCCENTER.COM	United States	Registered	4/19/2005	78611828	8/15/2006	3129072
RADWELL INTERNATIONAL	United States	Registered	3/15/2005	78587234	2/28/2006	3063585
PLCCENTER	United States	Registered	2/16/2004	78368495	2/1/2005	2923461
PLCCENTER.COM. THE WORLD'S LARGEST SOURCE FOR EVERYTHING INDUSTRIAL 	United States	Registered	8/5/2003	78283109	11/30/2004	2906483
SPECK INDUSTRIAL CONTROLS, INC. REPAIR & SUPPLY "YOUR ONE SOURCE" 	United States	Registered	10/9/2001	76322434	9/16/2003	2763368
PLCCENTER	Puerto Rico	Registered	N/A	N/A	1/26/2011	202509
PLCCENTER	Puerto Rico	Registered	N/A	N/A	2/17/2010	200044