

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as Retiring Agent		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	APOGEM CAPITAL LLC, Successor Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4316884		
Registration Number:	4405737	CLIMAX PORTABLE MACHINING & WELDING SYST	
Registration Number:	4316882	CLIMAX	
Registration Number:	1830157	CLIMAX	
Registration Number:	2985263	MULTI-PREP	
Registration Number:	5914761	TURN-AROUND-TESTER	
Registration Number:	5760776	SMARTEST	
Registration Number:	5675735	HYDROPRO	
Registration Number:	5488397	BOILER GUN	
Registration Number:	5190964	SPEED FACER	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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>			
Phone:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		

OP \$265.00 4316884

Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	4975.428
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	04/13/2022
Total Attachments: 5 source=Climax - Assignment of Intellectual Property Security Agreement#page1.tif source=Climax - Assignment of Intellectual Property Security Agreement#page2.tif source=Climax - Assignment of Intellectual Property Security Agreement#page3.tif source=Climax - Assignment of Intellectual Property Security Agreement#page4.tif source=Climax - Assignment of Intellectual Property Security Agreement#page5.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Assignment**"), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, "**MCF**"), acting in its capacity as the current and resigning administrative agent (in such capacity, the "**Retiring Agent**") and **APOGEM CAPITAL LLC** (individually, "**Apogem**"), acting in its capacity as the successor administrative agent (in such capacity, the "**Successor Agent**").

RECITALS:

WHEREAS, CLIMAX PORTABLE MACHINE TOOLS, INC. and H & S TOOL HOLDINGS, LLC, each as a "Grantor", and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Agreements**") covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem Capital LLC, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

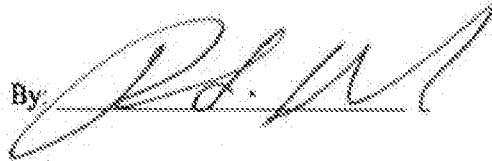
(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MADISON CAPITAL FUNDING LLC

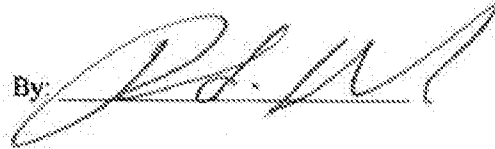
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl
Title: Director

SUCCESSOR AGENT:

APOGEM CAPITAL LLC

By: 

Name: Patrick D. Koehl
Title: Director