

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747896

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900703739

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONTINENTAL GLOBAL MATERIAL HANDLING LLC		05/24/2022	Limited Liability Company: DELAWARE
CONTINENTAL GLOBAL MATERIAL HANDLING MIDCO LLC		05/24/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	1100 Abernathy Road
Internal Address:	Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	90542448	C
Registration Number:	2407594	CONTINENTAL
Registration Number:	2237788	DYNAMIX
Serial Number:	90542472	HAC
Serial Number:	90568804	INTRAVAC
Registration Number:	2237797	STATIX
Registration Number:	1468017	TUFKON

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: jade.tanks@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way

TRADEMARK

Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 08/11/2022

Total Attachments: 11

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[Execution]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 24th day of May, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 24, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Continental Global Material Handling Midco LLC, a Delaware limited liability company ("Parent"), Continental Global Material Handling LLC, a Delaware limited liability company ("CGMH") (CGMH and those additional Persons that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof,

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 24, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

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Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration as required under the Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature page follows]

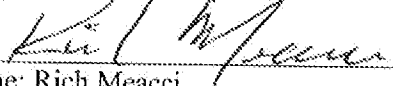
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**CONTINENTAL GLOBAL MATERIAL
HANDLING LLC**

By: 
Name: Rich Meacci
Title: Chief Financial Officer

**CONTINENTAL GLOBAL MATERIAL
HANDLING MIDCO LLC**

By: 
Name: Rich Meacci
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By: _____
Name: Sean Mullaney
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**CONTINENTAL GLOBAL MATERIAL
HANDLING LLC**

By: _____

Name: _____

Title: _____

**CONTINENTAL GLOBAL MATERIAL
HANDLING MIDCO LLC**

By: _____

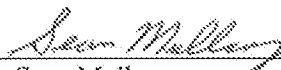
Name: _____

Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking
association

By:  _____

Name: Sean Mullaney

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007778 FRAME: 0656**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Country	Case Ref.	Owner	Case Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods/Services (SI)
C & Hand Logo	Australia	270723/AU	Continental Global Material Handling LLC	Registered	602103	5/11/1993	602103	8/30/1994	07 - MACHINES IN THIS CLASS FOR MATERIAL TRANSPORT INCLUDING CONVEYORS AND COMPONENT PARTS THEREFOR; AND ALL OTHER GOODS IN THIS CLASS
C & Hand Logo	Canada	753150/CA	Continental Global Material Handling LLC	Application filed	2086268	2/22/2021	N/A	N/A	07 - CONVEYING EQUIPMENT, NAMELY BELT CONVEYOR IDLERS AND RELATED BULK MATERIAL HANDLING EQUIPMENT AND COMPONENTS THEREOF
C & Hand Logo	New Zealand	270741/NZ	Continental Global Material Handling LLC	Registered	238454	6/30/1994	238454	1/24/1997	07 - MACHINES FOR MATERIAL TRANSPORT INCLUDED IN THIS CLASS, INCLUDING CONVEYORS AND PARTS AND FITTINGS IN THIS CLASS THEREFORE
C & Hand Logo	South Africa	271306ZA	Continental Global Material Handling LLC	Registered	2010/09813	5/11/2010	2010/09813	7/19/2012	07 - CONVEYING EQUIPMENT, SUCH AS BELT CONVEYOR IDLERS AND RELATED BULK MATERIAL HANDLING EQUIPMENT
C & Hand Logo	United Kingdom	270762/GB	Continental Global Material Handling LLC	Registered	2545863	4/26/2010	2545863	8/6/2010	07 - CONVEYING EQUIPMENT, SUCH AS BELT CONVEYOR IDLERS AND RELATED BULK MATERIAL HANDLING EQUIPMENT
C & Hand Logo	United States of America	753141/US	Continental Global Material Handling LLC	Application filed	90542448	2/23/2021	N/A	N/A	07 - CONVEYING EQUIPMENT, SUCH AS BELT CONVEYOR IDLERS AND RELATED BULK MATERIAL HANDLING EQUIPMENT

C Continental Design	South Africa	270895/ZA	Continental Conveyor & Equipment Company (n/k/a Continental Global Material Handling LLC) & Continental Mecco (Pty)	Registered	1998/10100	6/12/1998	1998/10100	6/12/1998	07 - MACHINES AND MACHINE TOOLS, MOTORS AND ENGINES (EXCEPT FOR LAND VEHICLES); MACHINE COUPLING AND TRANSMISSION COMPONENTS (EXCEPT FOR LAND VEHICLES); AGRICULTURAL IMPLEMENTS OTHER THAN HAND-OPERATED, INCUBATORS FOR EGGS, CONVEYOR BELT SYSTEMS, INCLUDING LARGE DRIVES, TRIPPER BOOSTER DRIVES, LOW COAL DRIVES, CONSTANT TENSION WINCHES, BELT WINDERS, BELT STORAGE UNITS, CENTRE LOADING TAIL SECTIONS, CLEAN UP CONVEYORS, IMPACT BEDS, IDLER ROLLS, INTERMEDIATE STRUCTURES FOR MINING APPLICATIONS, WIRE ROPE STRUCTURES FOR USE IN MINING, MINE DUTY RIGID STRUCTURES, ANGLE CONVEYORS, HIGH ANGLE CONVEYORS, OVERLAND CONVEYORS, PARTS, COMPONENTS AND FITTINGS FOR THE AFOREGOING
CONTINENTAL	Argentina	270840/AR	Continental Global Material Handling LLC	Registered	2362010	12/18/2001	2787447	4/19/2005	07 - BULK CONVEYORS AND REPLACEMENT PARTS THEREFOR
CONTINENTAL	Australia	270724/AU	Continental Global Material Handling LLC	Registered	602104	5/11/1993	602104	9/27/1995	07 - MACHINES IN THIS CLASS FOR MATERIAL TRANSPORT BUT EXCLUDING CONVEYOR BELTS, V-BELTS, FLATBELTS AND TIMING BELTS
CONTINENTAL	China	270834/CN	Continental Conveyor & Equipment Company (n/k/a Continental Global Material Handling LLC)	Registered	3023448	11/23/2001	3023448	4/21/2004	07 - BULK CONVEYORS AND REPLACEMENT PARTS THEREFOR
CONTINENTAL	Colombia	270806/CO	Continental Global Material Handling LLC	Registered	01-090939	10/23/2001	258775	10/18/2002	07 - BULK CONVEYORS AND REPLACEMENT PARTS THEREFORE

CONTINENTAL	Mexico	270801/MX	Continental Conveyor & Equipment Company (n/k/a Continental Global Material Handling LLC)	Registered	526441	1/8/2002	194520/12	4/30/2002	07 - CONVEYORS, BELTS FOR CONVEYORS AND PARTS COMPONENTS (SPARE PARTS)
CONTINENTAL	South Africa	271305/ZA	Continental Global Material Handling LLC	Registered	2010/09812	5/11/2010	2010/09812	5/11/2010	07 - Idlers, pulleys, impact beds, drives, take-ups, side seals, belt turnovers but specifically excluding conveyor belts themselves
CONTINENTAL	United States of America	270773/US	Continental Global Material Handling LLC	Registered	75/430917	2/9/1998	2407594	1/128/2000	07 - BULK CONVEYORS AND REPLACEMENT PARTS THEREFOR
DYNAMIX	United States of America	270774/US	Continental Global Material Handling LLC	Registered	75/370788	10/9/1997	2237788	4/6/1999	42 - CONVEYOR SYSTEM DESIGN SERVICES FOR OTHERS UTILIZING A COMPUTER SOFTWARE PROGRAM TO PREDICT CONVEYOR BEHAVIOR UNDER DYNAMIC CONDITIONS
HAC	Argentina	277686/AR	Continental Global Material Handling LLC	Registered	3226434	2/13/2013	2645205	5/5/2014	07 - BANDS AND BELT CONVEYORS, AND THEIR COMPONENTS
HAC	Australia	753104/AU	Continental Global Material Handling LLC	Application filed	2157678	2/20/2021	N/A	N/A	07 - MACHINES FOR MATERIAL TRANSPORT INCLUDED IN THIS CLASS, INCLUDING CONVEYORS AND COMPONENT PARTS THEREFOR
HAC	South Africa	270894/ZA	Continental Global Material Handling LLC	Registered	84/09127	10/12/1984	84/09127	10/12/1984	07 - CONVEYORS AND COMPONENT PARTS THEREFOR, INCLUDED IN THIS CLASS
HAC	Thailand	270907/TH	Continental Conveyor & Equipment Company (n/k/a Continental Global Material Handling LLC)	Registered	472532	11/19/2001	KOR165699	8/9/2002	07 - BELT CONVEYORS AND COMPONENT PARTS THEREFOR
HAC	United Kingdom	270764/GB	Continental Global Material Handling LLC	Registered	2282792	10/10/2001	2282792	3/15/2002	07 - BELT CONVEYORS AND COMPONENT PARTS THEREFOR; PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS
HAC	United States of America	753142/US	Continental Global Material Handling LLC	Application filed	90/542472	2/23/2021	N/A	N/A	07 - BELT CONVEYORS AND COMPONENT PARTS THEREFOR

INTRAVAC	United States of America	270778/US	Continental Global Material Handling LLC	Application filed	90/568804	3/9/2021			11 - COMMERCIAL AND INDUSTRIAL AIR FILTER UNITS
STATIX	United States of America	270782/US	Continental Crushing & Conveying Inc. (n/k/a Continental Global Material Handling LLC)	Registered	75/374398	10/14/1997	223797	4/6/1999	42 - CONVEYOR SYSTEM DESIGN SERVICES FOR OTHERS UTILIZING A COMPUTER SOFTWARE PROGRAM TO PREDICT CONVEYOR BEHAVIOR UNDER VARIOUS STATIC CONDITIONS
STEALH	Australia	270726/AU	Continental Global Material Handling LLC	Registered	900141	1/11/2002	900141	1/11/2002	07 - CONVEYOR ROLLER WHICH REDUCES NOISE
TUFKON	United States of America	270787/US	Continental Global Material Handling Mideo LLC	Registered	73/661866	5/20/1987	1468017	12/8/1987	07 - CONVEYOR ROLLERS