

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749853

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900701625		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACS Technologies, Inc.		06/17/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	One Citizens Plaza		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3366889	SCOUR PRO	
Registration Number:	1990083	SCRUBBLE	
CORRESPONDENCE DATA			
Fax Number:	4018618210		
<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:	401-861-8200		
Email:	trademark@psh.com		
Correspondent Name:	John E. Ottaviani, Partridge Snow & Hahn		
Address Line 1:	40 Westminster St., Suite 1100		
Address Line 4:	Providence, RHODE ISLAND 02903		
ATTORNEY DOCKET NUMBER:	965-1576		
NAME OF SUBMITTER:	John E. Ottaviani		
SIGNATURE:	/jeo/		
DATE SIGNED:	08/19/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 17, 2022 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among ACS INDUSTRIES, INC., a Rhode Island corporation (the "Borrower"), each Guarantor party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to the Amended and Restated Loan Agreement, dated as of even date herewith among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and the Pledge and Security Agreement, dated as of even date herewith, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

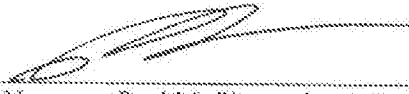
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Rhode Island.

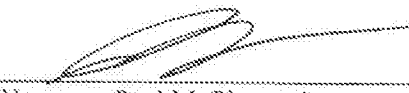
[Signature page follows]

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

ACS INDUSTRIES, INC.

By: 
Name: Paul M. Pimentel
Title: Vice President & Treasurer

ACS TECHNOLOGIES, INC.

By: 
Name: Paul M. Pimentel
Title: Treasurer

CITIZENS BANK, N.A., as Administrative Agent

By: _____
Name: James P. DeRienzo
Title: Vice President

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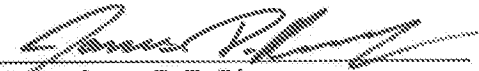
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By: _____
Name: Paul M. Pimentel
Title: Vice President & Treasurer

ACS TECHNOLOGIES, INC.

By: _____
Name: Paul M. Pimentel
Title: Treasurer

**CITIZENS BANK, N.A., as Administrative
Agent**

By: 
Name: James P. DeRienzo
Title: Vice President

4286831.1/965-1576

SCHEDULE I
TRADEMARKS

Owned by ACS Industries, Inc.

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
85704523	4320671	CYCLONE D
85256708	4136733	CYCLONE
77383832	3908355	TOTAL GREEN
73317981	1198790	GORILLA
73526256	1363442	RAZORBACK

Owned by ACS Technologies, Inc.

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
78771874	3366889	SCOUR PRO
74725406	1990083	SCRUBBLE

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