

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUSCO International, Inc.		06/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	14900 Capitol Drive		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53005		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2605476	EHPV	
Registration Number:	2935287	INCOVA	
Registration Number:	739251	HUSCO	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	866.394.9355		
Email:	sarah.bundy@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Laura Runyeon		
SIGNATURE:	/Laura Runyeon/		
DATE SIGNED:	07/15/2022		
Total Attachments: 9			
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FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") is entered into as of June 15, 2022 by and between HUSCO INTERNATIONAL, INC., a Delaware corporation (the "Debtor"), and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Agent for and on behalf of the Lenders and the Credit Facility Providers (in such capacity, the "Agent", or in certain instances, "Secured Party").

RECITALS:

WHEREAS, Debtor and Agent entered into a Trademark Security Agreement as of May 1, 2009, as amended by that certain First Amendment to Trademark Security Agreement dated March 30, 2012, and as amended by that certain Second Amendment to Trademark Security Agreement dated June 28, 2019 (collectively, the "Original Agreement"); and

WHEREAS, the Debtor and Agent desire to amend and restate the terms of the Original Agreement in its entirety; and

WHEREAS, Debtor and Secured Party are parties to the Fifth Amended and Restated Credit Agreement dated June 15, 2022, together with certain of Debtor's named direct and indirect Subsidiaries, the Lenders party thereto and the Agent, in its capacity as Agent for the Lenders under the Credit Agreement (as amended, restated, modified, substituted, extended and renewed from time to time, the "Credit Agreement") under which the Lenders named therein have agreed to make available to the Debtor and HUSCO International Partners, LLP, a limited liability partnership organized and existing under the laws of England and Wales ("HUSCO U.K."), certain credit facilities, subject to the terms and conditions contained in the Credit Agreement; and

WHEREAS, Debtor has executed and delivered to the Agent for the benefit of JPMorgan Chase Bank (China) Company Limited, Shanghai Branch ("JPMorgan China") and JPMorgan Chase Bank, N.A., Mumbai Branch ("JPMorgan India") a Guaranty of Payment Agreement dated as of June 15, 2022, (as amended, restated, modified, substituted, extended and renewed from time to time, the "JPMorgan China/India Guaranty") under which Debtor, as the Guarantor named therein, has agreed to guaranty to JPMorgan China and JPMorgan India the full payment as and when due of the principal of, and interest on, the Chinese Loans and the Indian Loans (the "Guaranteed Obligations"), subject to the terms and conditions in the JPMorgan China/India Guaranty; and

WHEREAS, the Debtor has executed and delivered a Security Agreement dated May 1, 2009, as amended by that certain First Amendment to Security Agreement dated as of the date hereof in favor of the Agent, for and on behalf of the Lenders (as it may be amended, restated or otherwise modified from time to time, collectively, the "Security Agreement") in order to secure the Obligations under the Credit Agreement and the Guaranteed Obligations by the Collateral described therein; and

WHEREAS, the Debtor is entering into this Agreement to confirm and ratify its grant to the Agent of a continuing security interest in the Trademark Collateral (as defined below) pursuant to the Security Agreement; and

WHEREAS, it is a condition precedent to the Credit Agreement and the JPMorgan China/India Guaranty that Debtor enter into this Agreement.

NOW, THEREFORE, the undersigned, intending to be legally bound, hereby agree that the Original Agreement is amended, restated, and superseded in its entirety by this Agreement; and

NOW, THEREFORE, in consideration of these premises, the parties hereto agree as follows:

AGREEMENT:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby confirms the Debtor's grant of a security interest in the General Intangibles (including, without limitation, the Trademark Collateral defined below) pursuant to, and as defined in, the Security Agreement and, without limiting such grant, hereby pledges, assigns and grants to the Agent, for its benefit and the ratable benefit of the Lenders and the Credit Facility Providers (as defined in the JPMorgan China/India Guaranty), to secure the prompt and complete payment and performance of the Obligations and the Guaranteed Obligations (as defined in the Security Agreement), a continuing first priority security interest in and to all right, title and interest of the Debtor in and to any and all of the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States of America or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof; including those referred to in Exhibit A hereto;

(b) all trademark licenses, including each trademark license referred to in Exhibit A hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

3. Representations and Warranties. The Debtor represents and warrants to the Agent, the Lenders, and the Credit Facility Providers that, with respect to any Trademark Collateral:

(a) Such Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of the Debtor's knowledge, such Trademark Collateral is valid and enforceable;

(c) The Debtor has made all necessary filings and recordations to protect its interest in such Trademark Collateral listed on Exhibit A, including, without limitation, recordations of all interests in the Trademark Collateral listed on Exhibit A in the United States Patent and Trademark Office;

(d) To the best of the Debtor's knowledge, the Debtor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral, and, to the best of Debtor's knowledge, no claim has been made that the use of Trademark Collateral does or may violate the asserted rights of any third party; and

(e) The Debtor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Trademark Collateral listed on Exhibit A in full force and effect in the United States of America, as applicable.

4. Covenants.

(a) The Debtor shall not, and the Debtor shall not permit any of its licensees to, unless the Debtor shall reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Trademark Collateral is of negligible economic value to the Debtor:

(i) Fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use;

(ii) Fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral;

(iii) Fail to employ all of the Trademark Collateral registered with any federal or state authority with an appropriate notice of such registration;

(iv) Use any of the Trademark Collateral registered with any federal or state authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made; and

(v) Do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

(b) The Debtor shall notify the Agent within ten (10) business days if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public

domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Debtor's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Debtor shall, on or before the 30th day following the end of each of the Debtor's fiscal quarters, provide the Agent with written notice of any filing during such fiscal quarter by the Debtor or any of its agents, employees, designees or licensees of any application for the registration of any Trademark Collateral with the United States Patent and Trademark Office, and upon request of the Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in such Trademark Collateral and the goodwill and general intangibles of the Debtor relating thereto or represented thereby.

(d) The Debtor shall take all reasonably necessary steps, including in any proceeding before the United States Patent and Trademark Office, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

(e) Following the occurrence and during the continuance of an Event of Default, the Debtor hereby (i) grants to the Agent, for the benefit of the Agent, the Lenders, and the Credit Facility Providers, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sublicense any Trademark Collateral now owned or hereafter acquired by the Debtor, and wherever the same may be located, and (ii) irrevocably agrees that the Agent may sell or assign any of the Debtor's Trademark Collateral to any person in accordance with the enforcement of the Agent's rights and remedies under this Security Agreement.

5. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Trademark Collateral to the Agent for the benefit of the Lenders and the Credit Facility Providers under the Security Agreement, and registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of the Lenders and the Credit Facility Providers under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent, the Lenders, and the Credit Facility Providers thereunder) shall remain in full force and effect in accordance with its terms.

6. Release of Security Interest. Upon termination of the Security Agreement in accordance with Section 16 thereof, the Agent shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

7. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted and confirmed hereby are more fully set forth in the Security Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

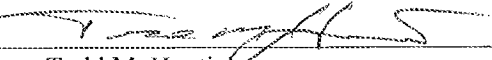
8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Follow on Succeeding Pages]

**Signature Page 1 to
First Amended and Restated Trademark Security Agreement**

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Agreement under seal as of the date and year first written above.

HUSCO International, Inc.

By 
Name: Todd M. Hoytink
Title: Executive Vice President, Treasurer, and
Chief Financial Officer

**Signature Page 2 to
First Amended and Restated Trademark Security Agreement**

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Agreement under seal as of the date and year first written above.

JPMorgan Chase Bank, N.A., as Agent for the Lenders
under the Credit Agreement and for JPMorgan China and
JPMorgan India under the JPMorgan China/India Guaranty

By *Sally Weiland*
Name: Sally Weiland
Title: Authorized Officer

EXHIBIT A
to
First Amended and Restated Trademark Security Agreement

Registered Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Classes</u>
EHPV	US	Registered	2,605,476	06-Aug-2022	09 Int.
INCOVA	US	Registered	2,935,287	22-Mar-2005	09 Int.
HUSCO	US	Registered	739,251	16-Oct-1962	06 Int.