

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HTI Technology and Industries, Inc.		07/27/2022	Corporation: DELAWARE
ALLMOTION INC		07/27/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Agent		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4013054	AMERICAN CONTROL ELECTRONICS ACE	
Registration Number:	3909475	AMERICAN CONTROL ELECTRONICS	
Registration Number:	5734243	TRIDENT MOTION	
Registration Number:	5059933	GOT INTERFACE	
Registration Number:	4933048	GOT INTERFACE GALVIN ONE-TOUCH USER INTE	
Registration Number:	2899695	ALLMOTION	
Registration Number:	2865305	EZSERVO	
Registration Number:	2998239	EZSERVO	
Registration Number:	2830014	EZSTEPPER	
Registration Number:	4349270	EZSTEPPER	
Registration Number:	3971455	STEPPERSTICK	
Registration Number:	3971456	SERVOSTICK	
Serial Number:	97356427	GOT INTERFACE	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<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>			

OP \$340.00 4013054

Phone: 7043432000
Email: twitcher@mcguirewoods.com
Correspondent Name: Terry L. Witcher, Senior Paralegal
Address Line 1: McGuireWoods LLP
Address Line 2: 201 N. Tryon Street, Suite 3000
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 07/27/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2022, is made by HTI Technology and Industries, Inc. and ALLMOTION INC (each a “Grantor” and, collectively, the “Grantors”), in favor of Barings Finance LLC (“Barings”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 27, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, HTI Technologies Holding Corp., a Delaware corporation (“Holdings”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Barings, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of July 27, 2022 in favor of the Agent (as amended, restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest shall be deemed granted in any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be effective as delivery of a manually executed counterpart hereof.

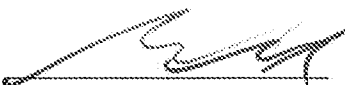
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each 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.

Very truly yours,

HTI TECHNOLOGY AND INDUSTRIES, INC.,
as Grantor

By: 
Name: Michael W. Rubel
Title: Vice President and Secretary

ALLMOTION INC,
as Grantor

By: 
Name: Michael W. Rubel
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

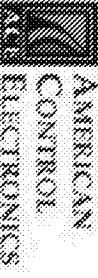




BARINGS FINANCE LLC,
as Agent


By: 
Name: Matthew Freund
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO./ REG. NO.</u>	<u>FILING DATE/ REG. DATE</u>	<u>STATUS</u>	<u>JURISDICTION</u>
	HTI Technology and Industries, Inc.	4,013,054	Aug. 16, 2011	Registered	USA
AMERICAN CONTROL ELECTRONICS	HTI Technology and Industries, Inc.	3,909,475	Jan. 18, 2011	Registered	USA
	HTI Technology and Industries, Inc.	5,734,243	Apr. 23, 2019	Registered	USA
TRIDENT MOTION	HTI Technology and Industries, Inc.	5,059,933	Oct. 11, 2016	Registered	USA
	HTI Technology and Industries, Inc.	4,933,048	Apr. 5, 2016	Registered	USA
GO-TINTERFACE <small>RAVING THE BEST USER INTERFACE RESOURCE</small>	HTI Technology and Industries, Inc.	2,899,695	Nov. 2, 2004	Registered	USA
	ALLMOTION INC	2,865,305	July 20, 2004	Registered	USA
MOTION	ALLMOTION INC				
	ALLMOTION INC				
EZservo	ALLMOTION INC				

<u>TRADEMARK</u>	<u>OWNER</u>	<u>APP. NO./ REG. NO.</u>	<u>FILING DATE/ REG. DATE</u>	<u>STATUS</u>	<u>JURISDICTION</u>
EZSERVO	ALLMOTION INC	2,998,239	Sept. 20, 2005	Registered	USA
	ALLMOTION INC	2,830,014	Apr. 6, 2004	Registered	USA
EZSTEPPER	ALLMOTION INC	4,349,270	June 11, 2013	Registered	USA
STEPPERSTICK	ALLMOTION INC	3,971,455	May 31, 2011	Registered	USA
SERVOSTICK	ALLMOTION INC	3,971,456	May 31, 2011	Registered	USA

2. TRADEMARK APPLICATIONS

<u>GOI INTERFACE</u>	<u>HTI Technology and Industries, Inc.</u>	<u>97-356,427</u>	<u>Apr. 11, 2022</u>	<u>Application</u>	<u>USA</u>