# CH \$365.00 61626

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM752292

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pressure Systems International, LLC		08/29/2022	Limited Liability Company: TEXAS
Truck System Technologies, LLC	FORMERLY Truck System Technologies, Inc.	08/29/2022	Limited Liability Company: DELAWARE
Fleetilla, LLC		08/29/2022	Limited Liability Company: MICHIGAN

## **RECEIVING PARTY DATA**

Name:	MidCap Financial Trust, as Administrative Agent	
Street Address:	Attention: Account Manager for Truck-Lite transaction	
Internal Address:	7255 Woodmont Avenue, Suite 300	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	Statutory Trust: DELAWARE	

## **PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	6162669	SPARE AIR
Registration Number:	6046587	TST
Registration Number:	6046583	TST TRUCK SYSTEM TECHNOLOGIES
Registration Number:	6046588	TST
Registration Number:	2817845	FLEETILLA
Registration Number:	4646680	AERIS SMARTSENSE
Registration Number:	3377995	AIRBAT
Registration Number:	4820651	P.S.I
Registration Number:	4972882	P.S.I.
Registration Number:	5478388	P.S.I THE INFLATION SYSTEM
Registration Number:	3893308	THERMALERT
Registration Number:	5808020	TIREVIEW
Registration Number:	6750943	TIREVIEW LIVE
Registration Number:	5853083	TIREVIEW

TRADEMARK REEL: 007836 FRAME: 0125

900717198 REEL: 007836 FR

#### CORRESPONDENCE DATA

**Fax Number:** 3129847700

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:** 312-372-2000

**Email:** jmikulina@mwe.com, kdelcoure@mwe.com,

ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1:McDermott Will & Emery LLPAddress Line 2:444 West Lake Street, Suite 4000Address Line 4:Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	101444-0026
NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	08/30/2022

#### **Total Attachments: 5**

source=Project Pascal - Joinder - Trademark Security Agreement [Executed]#page1.tif source=Project Pascal - Joinder - Trademark Security Agreement [Executed]#page2.tif source=Project Pascal - Joinder - Trademark Security Agreement [Executed]#page3.tif source=Project Pascal - Joinder - Trademark Security Agreement [Executed]#page4.tif source=Project Pascal - Joinder - Trademark Security Agreement [Executed]#page5.tif

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of August 29, 2022, (this "<u>Agreement</u>"), by Pressure Systems International, LLC, a Texas limited liability company, Truck System Technologies, LLC, a Delaware limited liability company, and Fleetilla, LLC, a Michigan limited liability company (each, a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>"), in favor of MidCap Financial Trust, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the "<u>Agent</u>").

Reference is made to that certain Pledge and Security Agreement, dated as of December 13, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Truck-Lite Co., LLC, a Delaware limited liability company, the Grantors and other grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

- SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Security Agreement.
- SECTION 2. <u>Grant of Security Interest</u>. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following intellectual property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the "<u>Trademark Collateral</u>"):
  - A. all Trademark registrations and pending applications for Trademark registration in the U.S. Patent and Trademark Office listed on <u>Schedule I</u> hereto, including all goodwill of the business connected with the use of and symbolized by any of the foregoing;
  - B. the right to sue or otherwise recover for past, present and future infringements, dilutions or other violations or impairments of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
  - C. all Proceeds of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due and/or payable under any of the foregoing, including damages, claims or payments for past or future infringements, dilutions (with respect to Trademarks) or other violations or impairments of any of the foregoing.

Notwithstanding the foregoing, the term "Trademark Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the Trademark Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. <u>Security Agreement</u>. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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.

SECTION 4. <u>Governing Law</u>. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

#### SECTION 5. Termination or Release.

- (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Credit Agreement.
- (b) In connection with any termination or release pursuant to <u>paragraph (a)</u> above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the U.S. Patent and Trademark Office) that such Grantor shall reasonably request, in a form reasonably satisfactory to such Grantor, to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this <u>Section 5</u> shall be without recourse to or representation or warranty by the Agent or any other Secured Party. Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this <u>Section 5</u> pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.
- (c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Trademark Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.
- SECTION 6. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

## PRESSURE SYSTEMS INTERNATIONAL, LLC

as a Grantor

Robert Willing

By: 1471D18EFD1140B

Name: Robert W. Willing

Title: Executive Vice President and Chief Financial

Officer

TRUCK SYSTEM TECHNOLOGIES, LLC

as a Grantor

Robert Willing

By: 1471D18EFD1140B.

Name: Robert W. Willing

Title: Executive Vice President and Chief Financial

Officer

FLEETILLA, LLC

as a Grantor

DocuSigned by:

By: 1471D18EED1140B

Name: Robert W. Willing

Title: Executive Vice President and Chief Financial

Officer

REEL: 007836 FRAME: 0129

# **SCHEDULE I**

# **U.S. Trademark Registrations:**

Registered Owner	Mark	Registration Number	Registration Date
Truck System Technologies, LLC	SPARE AIR	6162669	9/29/2020
Truck System Technologies, LLC	TST	6046587	5/5/2020
Truck System Technologies, LLC	TST TRUCK SYSTEM TECHNOLOGIES  TRUCK SYSTEM IFCHNOLOGIES	6046583	5/5/2020
Truck System Technologies, LLC	TST	6046588	5/5/2020
Fleetilla, LLC	FLEETILLA	2817845	2/24/2004
Pressure Systems International, LLC	AERIS SMARTSENSE	4646680	11/25/2014
Pressure Systems International, LLC	AIRBAT	3377995	2/5/2008
Pressure Systems International, LLC	P <sub>e</sub> S <sub>e</sub> I <sub>e</sub>	4820651	9/29/2015
Pressure Systems International, LLC	P <sub>®</sub> S <sub>®</sub> I <sub>®</sub>	4972882	6/7/2016
Pressure Systems International, LLC	P.S.L.	5478388	5/29/2018
Pressure Systems International, LLC	THERMALERT	3893308	12/21/2010
Pressure Systems International, LLC	TIREVIEW	5808020	7/16/2019
Pressure Systems International, LLC	TIREVIEW LIVE	6750943	6/7/2022

Schedule I

Registered Owner	Mark	Registration Number	Registration Date
Pressure Systems International, LLC	TIREVIEW	5853083	9/3/2019