

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
T. F. Hudgins, Incorporated		08/31/2022	Corporation: TEXAS
Allied Reliability Inc.		08/31/2022	Corporation: OHIO
Allied Reliability Group, Inc.		08/31/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue
Internal Address:	9th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4911918	THF SINCE 1947 T.F. HUDGINS INCORPORATED
Registration Number:	4894174	T.F. HUDGINS
Registration Number:	3296029	SPINNER II
Registration Number:	4424505	ALLIED RELIABILITY
Registration Number:	4341926	RAP RELIABILITY ASSESSMENT PROCESS
Registration Number:	4457863	PROACTIVE WORKFLOW MODEL
Registration Number:	4341927	R 5
Registration Number:	4417503	ROAR RETURN ON ASSET RELIABILITY
Registration Number:	5271435	OPTIVIBE
Registration Number:	4377918	IRELIABILITY
Registration Number:	4398858	ALLIED RELIABILITY GROUP
Registration Number:	4398857	ALLIED RELIABILITY GROUP
Registration Number:	4442159	IRELIABILITY
Registration Number:	5773340	ALLIED RELIABILITY
Registration Number:	5773338	ALLIED RELIABILITY
Registration Number:	5773353	WE MAKE PRODUCTIVITY POSSIBLE

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Property Type	Number	Word Mark
Registration Number:	6066090	SMARTCBM
Serial Number:	97248602	RELIABILITY BALANCED SCORECARD

CORRESPONDENCE DATA

Fax Number:

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: 14155911000
Email: TrademarksCH@winston.com
Correspondent Name: Becky L. Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	09/01/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Trademark Security Agreement”) is executed as of August 31, 2022, by each of **T. F. HUDGINS, INCORPORATED**, a Texas corporation (“T.F. Hudgins”), **ALLIED RELIABILITY INC.**, an Ohio corporation (“Allied”), and **ALLIED RELIABILITY GROUP, INC.**, a Delaware corporation (“Allied Group”); and together with T.F. Hudgins and Allied, collectively, jointly and severally, “Grantors” and each individually “Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Grantors, **TFH TOPCO, INC.**, a Delaware corporation, as a Guarantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors and the other Loan Parties party thereto shall have executed and delivered to Administrative Agent, on behalf of and for the benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, on behalf of and for the benefit of the Secured Parties, 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 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 Article I of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**.

(a) Each Grantor hereby pledges, assigns and grants to Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (i) all of the Trademarks listed on Schedule I;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all products and proceeds (as such terms are defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark listed on Schedule I, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark listed on Schedule I.

(b) Notwithstanding anything in Section 2(a), no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

3. AUTHORIZATION TO FILE. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. 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 Administrative Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

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; CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. This Trademark Security Agreement shall be subject to choice of law, consent to jurisdiction and waiver

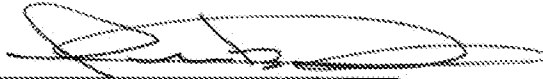
of jury trial provisions set forth in Article 8 of the Security Agreement, which provisions are incorporated herein by this reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

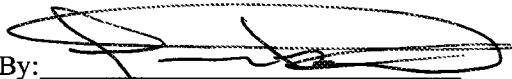
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

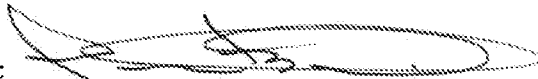
T. F. HUDGINS, INCORPORATED

By: 
Name: Kevin Bourbonnais
Title: Chief Executive Officer

ALLIED RELIABILITY INC.


By: 
Name: Kevin Bourbonnais
Title: Chief Executive Officer


ALLIED RELIABILITY GROUP, INC.

By: 
Name: Kevin Bourbonnais
Title: Chief Executive Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

MARK NAME	TRADEMARK REGISTRATION NO.	REGISTRATION DATE	GRANTOR/ OWNER
	4911918	3/8/2016	T. F. Hudgins, Incorporated
TF HUDGINS	4894174	2/2/2016	T. F. Hudgins, Incorporated
Spinner II	3296029	9/25/2007	T. F. Hudgins, Incorporated
Allied Reliability	4424505	10/29/2013	Allied Reliability Inc.
RAP Reliability Assessment Process	4341926	5/28/2013	Allied Reliability Inc.
Proactive Workflow Model	4457863	12/31/2013	Allied Reliability Inc.
R5 & Design	4341927	5/28/2013	Allied Reliability Inc.
ROAR Return on Asset Reliability	4417503	10/15/2013	Allied Reliability Inc.
OptiVibe	5271435	8/22/2017	Allied Reliability Inc.
iReliability	4377918	7/30/13	Allied Reliability Group, Inc.
Allied Reliability Group and Design	4398858	9/10/2013	Allied Reliability Group, Inc.
Allied Reliability Group	4398857	9/10/2013	Allied Reliability Group, Inc.
iReliability and Design	4442159	12/3/2013	Allied Reliability Group, Inc.

MARK NAME	TRADEMARK REGISTRATION NO.	REGISTRATION DATE	GRANTOR/ OWNER
	5773340	6/11/2019	Allied Reliability Group, Inc.
ALLIED RELIABILITY	5773338	6/11/2019	Allied Reliability Group, Inc.
WE MAKE PRODUCTIVITY POSSIBLE	5773353	6/11/2019	Allied Reliability Group, Inc.
SMARTCBM	6066090	5/26/2020	Allied Reliability Group, Inc.

Trademark Applications

MARK NAME	APPLICATION FILE DATE	APPLICATION NO.	GRANTOR /OWNER
RELIABILITY BALANCED SCORECARD	2/1/2022	97-248602	Allied Reliability Group, Inc.