

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784850

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELGIN POWER AND SEPARATION SOLUTIONS, LLC		01/13/2023	Limited Liability Company: DELAWARE
TERRASOURCE GLOBAL CORPORATION		01/13/2023	Corporation: DELAWARE
TABOR MACHINE COMPANY, LLC		01/13/2023	Limited Liability Company: WEST VIRGINIA
NORRIS SCREEN AND MANUFACTURING, LLC		01/13/2023	Limited Liability Company: WEST VIRGINIA

RECEIVING PARTY DATA

Name:	Texas Capital Bank, Administrative Agent
Street Address:	2000 McKinney Avenue, Suite 200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Texas State Bank: TEXAS

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2644283	DURATIP
Registration Number:	0280736	FLEXTTOOTH
Registration Number:	2360304	JEFFREY
Registration Number:	3857518	JEFFREY RADER
Registration Number:	3848409	JEFFREY RADER
Registration Number:	2738112	SLANT-FLOW
Registration Number:	2748144	ULTRALLOY
Registration Number:	0767495	CAGE-PAKTOR
Registration Number:	0670198	COALPACTOR
Registration Number:	6091417	DURALIFE
Registration Number:	1590560	FBR
Registration Number:	1152143	FROZEN COAL CRACKER
Registration Number:	1700201	G

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1113011	GUNDLACH
Registration Number:	2982071	GUNDLACH
Registration Number:	0997887	KOAL-KING
Registration Number:	2985792	MOUNTAINEER
Registration Number:	2733282	NANOSIZ-R
Registration Number:	4408393	NITROIL
Registration Number:	2695193	PC
Registration Number:	1815679	PENNSYLVANIA
Registration Number:	0565562	PENNSYLVANIA
Registration Number:	4229086	PENNSYLVANIA CRUSHER
Registration Number:	3724421	PENNSYLVANIA CRUSHER SINCE 1905
Registration Number:	5771532	POSIFLOW
Registration Number:	3713131	SINCE 1905
Registration Number:	4489065	TERRASOURCE GLOBAL
Registration Number:	2017631	CMI
Registration Number:	2015544	CMI
Registration Number:	1263976	CRC
Registration Number:	4836951	ELGIN
Registration Number:	1320377	MCI
Registration Number:	1220577	TM
Registration Number:	4074602	NS

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky Troutman (ker)
SIGNATURE:	/Becky Troutman/
DATE SIGNED:	02/06/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of January 13, 2023, is entered into by ELGIN POWER AND SEPARATION SOLUTIONS, LLC, a Delaware limited liability company (“**Elgin**”), TERRASOURCE GLOBAL CORPORATION, a Delaware corporation (“**TerraSource Global**”), TABOR MACHINE COMPANY, LLC, a West Virginia limited liability company (“**Tabor**”), NORRIS SCREEN AND MANUFACTURING, LLC, a West Virginia limited liability company (“**Norris**” and together with Elgin, TerraSource Global and Tabor, each a “**Grantor**” and collectively, the “**Grantors**”) and TEXAS CAPITAL BANK, as administrative agent (the “**Administrative Agent**”). Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of the date hereof, among Grantors, certain affiliates of Grantors from time to time party thereto and the Administrative Agent (as amended, restated or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 (the “**Secured Trademarks**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Administrative Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Each Grantor hereby grants to the Administrative Agent, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Administrative Agent under the Security Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Administrative Agent may modify this Agreement, after obtaining each Grantor’s approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

3. Recordation.

Each Grantor hereby authorizes and requests the United States Patent and Trademark Office and the Canadian Intellectual Property Office to record this Agreement.

4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Administrative Agent and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Administrative Agent given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

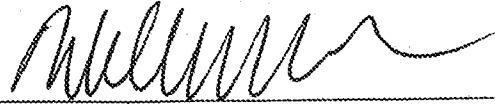
This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ELGIN POWER AND SEPARATION SOLUTIONS, LLC

By: 

Name: William Cissel

Title: Secretary

TERRASOURCE GLOBAL CORPORATION

By: 

Name: William Cissel

Title: Secretary

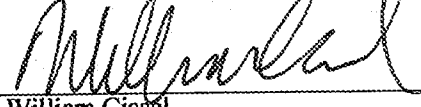
TABOR MACHINE COMPANY, LLC

By: 

Name: William Cissel

Title: Secretary

NORRIS SCREEN AND MANUFACTURING, LLC

By: 

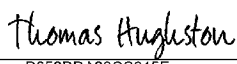
Name: William Cissel

Title: Secretary

ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK,
as Administrative Agent

DocuSigned by:


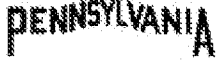
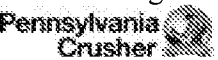



By: 
Name: Thomas Hughston
Title: Assistant Vice President

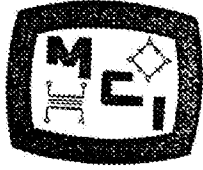

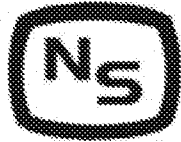
SCHEDULE 1

TRADEMARK SECURITY AGREEMENT

I. US REGISTERED TRADEMARKS:


<u>Owner</u>	<u>Mark</u>	<u>App No</u>	<u>Filing Date</u>	<u>Reg No</u>	<u>Reg Date</u>
TerraSource Global Corporation	DURATIP	76/264,662	5/31/2001	2,644,283	10/29/2002
TerraSource Global Corporation	FLEXTOOTH (Stylized)	71/306,816	10/16/1930	280736	2/24/1931
TerraSource Global Corporation	JEFFREY	75/784,433	8/25/1999	2,360,304	6/20/2000
TerraSource Global Corporation	JEFFREY RADER	77/620,782	11/24/2008	3,857,518	10/5/2010
TerraSource Global Corporation	JEFFREY RADER & Design	77/620,775	11/24/2008	3,848,409	9/14/2010
TerraSource Global Corporation	SLANT-FLOW	76/265,235	5/31/2001	2,738,112	7/15/2003
TerraSource Global Corporation	ULTRALLOY	76/265,236	5/31/2001	2,748,144	8/5/2003
TerraSource Global Corporation	CAGE-PAKTOR	72/153,485	9/19/1962	767495	3/31/1964
TerraSource Global Corporation	COALPACTOR	72/047,095	3/5/1958	670198	11/25/1958
TerraSource Global Corporation	DURALIFE	87/699,956	11/28/2017	6091417	6/30/2020
TerraSource Global Corporation	FBR	73/820,994	8/23/1989	1,590,560	4/10/1990
TerraSource Global Corporation	FROZEN COAL CRACKER	73/190,945	10/26/1978	1,152,143	4/28/1981
TerraSource Global Corporation	G (Stylized) 	74/160,519	4/24/1991	1,700,201	7/14/1992
TerraSource Global Corporation	GUNDLACH	73/158,584	2/13/1978	1,113,011	2/13/1979
TerraSource Global Corporation	GUNDLACH (Stylized) 	78/326,877	11/12/2003	2,982,071	8/2/2005
TerraSource Global Corporation	KOAL-KING	73/004,191	10/23/1973	997,887	11/12/1974
TerraSource Global Corporation	MOUNTAINEER	76/468,177	11/13/2002	2,985,792	8/16/2005
TerraSource Global Corporation	NANOSIZ-R	76/384,905	3/12/2002	2,733,282	7/1/2003

<u>Owner</u>	<u>Mark</u>	<u>App No</u>	<u>Filing Date</u>	<u>Reg No</u>	<u>Reg Date</u>
TerraSource Global Corporation	NITROIL	85/714,001	8/27/2012	4,408,393	9/24/2013
TerraSource Global Corporation	PC (Stylized) 	76/370,510	2/14/2002	2,695,193	3/11/2003
TerraSource Global Corporation	PENNSYLVANIA	74/314,701	9/17/1992	1,815,679	1/11/1994
TerraSource Global Corporation	PENNSYLVANIA (Stylized) 	71/609,602	2/3/1951	565562	10/21/1952
TerraSource Global Corporation	PENNSYLVANIA CRUSHER	85/501,055	12/21/2011	4,229,086	10/23/2012
TerraSource Global Corporation	PENNSYLVANIA CRUSHER SINCE 1905 & Design 	77/579,350	9/26/2008	3,724,421	12/15/2009
TerraSource Global Corporation	POSIFLOW	88/111,998	9/11/2018	5,771,532	6/4/2019
TerraSource Global Corporation	SINCE 1905 & Design 	77/579,351	9/26/2008	3,713,131	11/17/2009
TerraSource Global Corporation	TERRASOURCE GLOBAL	85/628,148	5/17/2012	4,489,065	2/25/2014
Elgin Power and Separation Solutions, LLC	CMI and Design 	75027286	12/05/1995	2017631	11/19/1996
Elgin Power and Separation Solutions, LLC	CMI	75027275	12/05/1995	2015544	11/12/1996
Elgin Power and Separation Solutions, LLC	CRC & Design 	73280707	10/06/1980	1263976	01/17/1984
Elgin Power and Separation Solutions, LLC	ELGIN	77883685	12/01/2009	4836951	10/20/2015

<u>Owner</u>	<u>Mark</u>	<u>App No</u>	<u>Filing Date</u>	<u>Reg No</u>	<u>Reg Date</u>
Elgin Power and Separation Solutions, LLC	MCI & Design 	73280703	10/06/1980	1320377	02/19/1985
Tabor Machine Company, LLC	TM & Design 	73280718	10/06/1980	1220577	12/21/1982
Norris Screen and Manufacturing, LLC	NS & Design 	77895917	12/17/2009	4074602	12/20/2011

II. CANADIAN REGISTERED TRADEMARKS:

<u>Owner</u>	<u>Mark</u>	<u>App No</u>	<u>Filing Date</u>	<u>Reg No</u>	<u>Reg Date</u>
TerraSource Global Corporation	DURATIP	1123556	11/29/2001	TMA592570	10/17/2003
TerraSource Global Corporation	FLEXTOOTH	0161632	2/27/1933	UCA637	2/27/1933
TerraSource Global Corporation	SLANT-FLOW	1123555	11/29/2001	TMA607798	4/16/2004
TerraSource Global Corporation	ULTRALLOY	1123554	11/29/2001	TMA623623	10/26/2004
TerraSource Global Corporation	PENNSYLVANIA	0491716	9/2/1982	TMA322621	1/9/1987
TerraSource Global Corporation	Pennsylvania Crusher Since 1905 & Man with Hammer & Design	1432958	3/26/2009	TMA779545	10/12/2010

<u>Owner</u>	<u>Mark</u>	<u>App No</u>	<u>Filing Date</u>	<u>Reg No</u>	<u>Reg Date</u>
	Pennsylvania Crusher 				
TerraSource Global Corporation	TERRASOURCE GLOBAL	1582729	6/19/2012	TMA903596	5/13/2015
TerraSource Global Corporation	ENDURAHOG	2133952	7/19/2021	International Registration No. 1612825	7/19/2021
TerraSource Global Corporation	ENDURAHOG THE BOSS OF MATERIAL CRUSHING 	2145061	9/17/2021	International Registration No. 1623602	9/17/2021

SCHEDULE 1-4