

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM780033

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Holland Pump Company		01/10/2023	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	One M&T Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97703354	WE EXIST TO FINISH FASTER	
<b>Serial Number:</b>	97703352	FINISH FASTER	
<b>Serial Number:</b>	97703356	HOLLAND PUMP FINISH FASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	stephanie.young@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Cait McAtee		
<b>SIGNATURE:</b>	/Cait McAtee/		
<b>DATE SIGNED:</b>	01/11/2023		
<b>Total Attachments: 7</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of January 10, 2023, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation, as the administrative agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

WHEREAS, Holland Pump Company, a Florida corporation (the “*Borrower*”), is the borrower under that certain Credit Agreement dated as of even date herewith, by and among the Borrower, Holland Pump Holdings, LLC, a Delaware limited liability company (“*Parent*”), CDPW, Inc., a Florida corporation (“*CDPW*”), Holland Pump of Louisiana, Inc., a Louisiana corporation (“*Holland LA*”), Holland Pump South Carolina, Inc., a South Carolina corporation (“*Holland SC*”), Pump & Power Equipment, LLC, a Delaware limited liability company (“*Pump & Power*”), Sander Pump Sales, LLC, a Delaware limited liability company (“*Sander Pump*”), Pump Service and Supply, of Troy, Inc., a New York corporation (“*Troy*” and together with CDPW, Holland LA, Holland SC, Pump & Power and Sander Pump, collectively the “*Subsidiary Guarantors*”), the other Guarantors party thereto, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Borrower, Parent and the Subsidiary Guarantors, among others, are parties to that certain Security Agreement dated as of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*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:

SECTION 1. **Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest**. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). For the avoidance of doubt, the Collateral shall not include any Excluded Property (as such term is defined in the Security Agreement). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

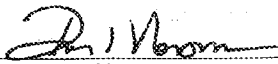
[Remainder of page left intentionally blank.]

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

**GRANTORS**

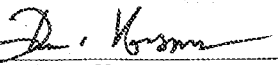
**Borrower:**

**HOLLAND PUMP COMPANY,**  
a Florida corporation

By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

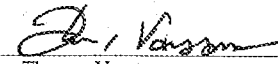
**Parent:**

**HOLLAND PUMP HOLDINGS, LLC,**  
a Delaware limited liability company


By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

**Subsidiary Guarantors:**

**CDPW, INC.,**  
a Florida corporation

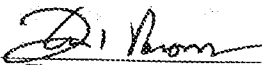
By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

**HOLLAND PUMP OF LOUISIANA, INC.,**  
a Louisiana corporation

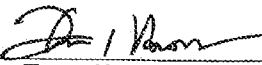
By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

*Signature Page to Trademark Security Agreement*

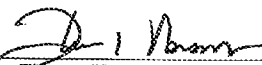
**HOLLAND PUMP OF SOUTH CAROLINA,  
INC.,**  
a South Carolina corporation

By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

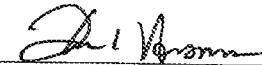
**PUMP & POWER EQUIPMENT, LLC,**  
a Delaware limited liability company

By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

**SANDER PUMP SALES, LLC,**  
a Delaware limited liability company

By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

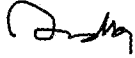
**PUMP SERVICE AND SUPPLY, OF TROY,  
INC.,**  
a New York corporation

By:   
Name: Thomas Vossman  
Title: Chief Executive Officer

*Signature Page to Trademark Security Agreement*

Accepted:

**MANUFACTURERS AND TRADERS  
TRUST COMPANY,**  
as Agent




By: \_\_\_\_\_

Name: Andrew I. Ashby

Title: Senior Vice President

**EXHIBIT A**

<b><u>Trademark</u></b>	<b><u>Filing Date</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
<b><u>WE EXIST TO FINISH FASTER</u></b>	<b><u>12/5/2022</u></b>	<b><u>97703354</u></b>	<b><u>Pending</u></b>	<b><u>Pending</u></b>
<b><u>FINISH FASTER</u></b>	<b><u>12/5/2022</u></b>	<b><u>97703352</u></b>	<b><u>Pending</u></b>	<b><u>Pending</u></b>
<b><u>HOLLAND</u></b>  <b><u>FINISH FASTER</u></b>	<b><u>12/5/2022</u></b>	<b><u>97703356</u></b>	<b><u>Pending</u></b>	<b><u>Pending</u></b>