

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dakota Fluid Power, Inc.		03/27/2023	Corporation: SOUTH DAKOTA
Shipyard Supply Acquisition Corporation		03/27/2023	Corporation: DELAWARE
Hampton Rubber Company		03/27/2023	Corporation: VIRGINIA
National Hose Acquisition Corporation		03/27/2023	Corporation: MARYLAND
Hanna Acquisition Corporation		03/27/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	BARINGS FINANCE LLC, as Administrative Agent		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5925338	IMT MOBILE TRAC	
Registration Number:	5549157	MOBILESTAR	
Registration Number:	5303334	VIKING	
Registration Number:	5114669	KING KONG	
Registration Number:	5123081	FABLON	
Registration Number:	5053353	AIRCARE	
Registration Number:	4693451	ONGUARD ACTIVE	
Registration Number:	4693452	ONGUARD ALERT	
Registration Number:	4693453	ONGUARD ARMOR	
Registration Number:	4693455	ONGUARD HOSE MANAGEMENT SERVICES	
Registration Number:	4693445	ONGUARD	
Registration Number:	4427890	FILTERPAK	
Registration Number:	4377248	FEEDLOK	
Registration Number:	4071991	VIKING	

CH \$390.00 5925338

Property Type	Number	Word Mark
Registration Number:	3432611	TRS

CORRESPONDENCE DATA

Fax Number: 2149813400
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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	034632-31420
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	03/27/2023

Total Attachments: 8
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THIS TRADEMARK SECURITY AGREEMENT, dated as of March 27, 2023 is made by Dakota Fluid Power, Inc., a South Dakota corporation ("Dakota"), Shipyard Supply Acquisition Corporation, a Delaware corporation ("Shipyard"), Hampton Rubber Company, a Virginia Corporation ("Hampton"), National Hose Acquisition Corporation, a Maryland corporation and Hanna Acquisition Corporation, a Maryland corporation ("Hanna"), (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 "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of March 27, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, 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 of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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 Administrative 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 Administrative 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 Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of

the Credit 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 I 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.

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 Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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 have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its 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.

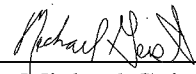
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

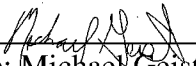
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

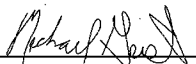
Dakota Fluid Power, Inc., as Grantor

By: 
Name: Michael Geist
Title: Authorized Signatory

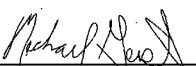
Shipyards Supply Acquisition Corporation,
as Grantor

By: 
Name: Michael Geist
Title: Authorized Signatory

Hampton Rubber Company, as Grantor

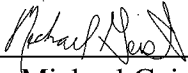
By: 
Name: Michael Geist
Title: Authorized Signatory

Hanna Acquisition Corporation, as Grantor

By: 
Name: Michael Geist
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

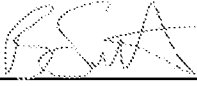
National Hose Acquisition Corporation

By: 
Name: Michael Geist
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BARINGS FINANCE LLC,
as Administrative Agent



By: _____
Name: Brady Sutton
Title: Managing Director


[Signature Page to Trademark Security Agreement]


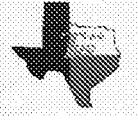
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Jurisdiction / Status	Registration Date	Registration Number	Record Owner
 IMT MOBILE TRAC	US/Registered	12/3/2019	5925338	SHIPYARD SUPPLY ACQUISITION CORPORATION
 MOBILESTAR	US/Registered	8/28/2018	5549157	DAKOTA FLUID POWER, INC.
 VIKING	US/Registered	10/3/2017	5303334	HAMPTON RUBBER COMPANY
KING KONG KING KONG	US/Registered	1/3/2017	5114669	HANNA ACQUISITION CORPORATION
Fablon FABLON	US/Registered	1/17/2017	5123081	HANNA ACQUISITION CORPORATION
airCARE AIRCARE	US/Registered	10/4/2016	5053353	DAKOTA FLUID POWER, INC.

ONGUARD ACTIVE ONGUARD ACTIVE	US/Registered	2/24/2015	4693451	HAMPTON RUBBER COMPANY
ONGUARD ALERT ONGUARD ALERT	US/Registered	2/24/2015	4693452	HAMPTON RUBBER COMPANY
ONGUARD ARMOR ONGUARD ARMOR	US/Registered	2/24/2015	4693453	HAMPTON RUBBER COMPANY
 ONGUARD HOSE MANAGEMENT SERVICES	US/Registered	2/24/2015	4693455	HAMPTON RUBBER COMPANY
ONGUARD	US/Registered	2/24/2015	4693445	HAMPTON RUBBER COMPANY
FilterPak	US/Registered	11/5/2013	4427890	DAKOTA FLUID POWER INC.
FEEDLOK	US/Registered	7/30/2013	4377248	DAKOTA FLUID POWER, INC.

 VIKING	US/Renewed (Registered)	12/13/2011 (Renewed 12/13/2021)	4071991	HAMPTON RUBBER COMPANY
 TRS	US/Renewed (Registered)	5/20/2008	3432611	NATIONAL HOSE ACQUISITION CORPORATION

2. TRADEMARK APPLICATIONS

None.