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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM802459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Florida Pneumatic Manufacturing Corporation		04/06/2023	Corporation: FLORIDA
Hy-Tech Machine, Inc.		04/06/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION	
Street Address:	2 Bethesda Metro Center	
Internal Address:	7th Floor	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6391479	NUMATX
Registration Number:	6581318	FPXAIR

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: 4045723401

Email: morgan.roth@kslaw.com

Correspondent Name: Morgan Roth

Address Line 1: 1180 Peachtree Street NE

Address Line 2: Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	17392.515271
NAME OF SUBMITTER:	Morgan Roth
SIGNATURE:	/s/ Morgan Roth
DATE SIGNED:	04/12/2023
	1

Total Attachments: 5

TRADEMARK REEL: 008039 FRAME: 0746

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of April 6, 2023, among FLORIDA PNEUMATIC MANUFACTURING CORPORATION, a Florida corporation, HY-TECH MACHINE, INC., a Delaware corporation (each a "Grantor" and collectively, "Grantors"); and CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, as agent for the Secured Parties (as defined in the Loan Agreement (defined below)) (together with its successors in such capacity, "Agent"). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Trademark Security Agreement (defined below).

- A. Grantors and certain of their affiliates are parties to a Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and a Trademark Security Agreement dated as of April 5, 2017 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement").
- B. Grantors, certain affiliates of Grantors, certain banks and other financial institutions from time to time party to the Loan Agreement as "Lenders" and Agent entered into that certain Amendment No. 11 to Second Amended and Restated Loan and Security Agreement dated as of March 24, 2023 (the "Amendment").
- C. A condition to the Amendment is the execution and delivery of this Agreement by Grantors.
- NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:
- 1. The terms of the Trademark Security Agreement are hereby incorporated into this Agreement by reference.
- 2. <u>Schedule A</u> attached to this Agreement sets forth certain trademarks (collectively, the "<u>US Trademarks</u>") owned by a Grantor that were not otherwise disclosed on Schedule I to the Trademark Security Agreement. <u>Schedule A</u> attached hereto supplements, and does not replace, Schedule I attached to the Trademark Security Agreement as in effect prior to the date hereof.
- 3. Each Grantor pledges and grants to Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the US Trademarks and all proceeds therefrom, which lien and security interest shall secure the Obligations (as defined in the Loan Agreement).
- 4. Each Grantor represents and warrants to Agent that this Agreement has been duly authorized, executed and delivered by such Grantor and constitutes a legal, valid and binding obligation of such Grantor enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).
- 5. Except as otherwise expressly provided in this Agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. If any provision in or obligation under this Agreement shall be invalid, illegal

TRADEMARK REEL: 008039 FRAME: 0748 or otherwise unenforceable in any jurisdiction, then the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

6. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering on or more counterparts.

[Signature page follows]

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

GRANTORS:

FLORIDA PNEUMATIC MANUFACTURING

CORPORATION

HY-TECH MACHINE, INC.

Name:

Joseph A.

Title: Vive Presid

[Supplement to Trademark Security Agreement]

ACCEPTED AND AGREED:

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

Name: Julianne Low

Title: Senior Director

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SCHEDULE A

U.S. Trademarks

Grantor	Trademark	Status in Trademark Office	Country	Application/ Registration No.	Filing/ Registration Date
Hy-Tech Machine, Inc.	NUMATX	Registered	U.S.	6,391,479	July 15, 2021
Florida Pneumatic Manufacturing Corporation	FPXAIR (Stylized)	Registered	U.S.	6,581,318	December 7, 2021

RECORDED: 04/12/2023

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