

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRM NRE Acquisition LLC		05/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3450072	MLW	
Registration Number:	3032281	NRE	
Registration Number:	3041738	VMV PADUCAHBILT	
Registration Number:	3041582	NRE	
Registration Number:	3119479	NATIONAL RAILWAY EQUIPMENT CO	
Registration Number:	3986759	N-VIROMOTIVE	
Registration Number:	4936380	NRE	
Registration Number:	4960393	NRE	
Registration Number:	1003061	PATTERN A	
Registration Number:	2096362	PATTERN A	
Registration Number:	1383836	SUPOR	
Registration Number:	3740016	NATIONAL RAILWAY EQUIPMENT CO.	
Registration Number:	3742485	NRE	
Registration Number:	3742484	NRE	
Registration Number:	3682894	N-VIROMOTIVE	
Registration Number:	5007647	NRE	
Serial Number:	97735242	NRE	

OP \$440.00 3450072

CORRESPONDENCE DATA**Fax Number:** 2155695619

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: 2155695619**Email:** timothy.pecsenye@blankrome.com**Correspondent Name:** Timothy D. Pecsénye (140690-01149 F.M.)**Address Line 1:** Blank Rome LLP**Address Line 2:** One Logan Square, 8th Floor**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	140690-01149
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/04/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of May 2, 2023 by TRM NRE ACQUISITION LLC, a Delaware limited liability company (“*Grantor*” and together with any other Person who from time to time becomes a Grantor hereunder, collectively, the “*Grantors*” and each individually, a “*Grantor*”) in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, “*Lender*”):

WITNESSETH

WHEREAS, each Grantor, certain of Grantors’ affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule 1 attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender’s

option, be joined as a nominal party to such suit if Lender shall be reasonably satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN ANY OTHER COURT (IN ANY JURISDICTION) SELECTED BY LENDER IN ITS SOLE DISCRETION, AND EACH GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. EACH GRANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

TRM NRE ACQUISITION LLC, as a Grantor

DocuSigned by:

By: _____

Rob Sylvester

Name: Robert Sylvester

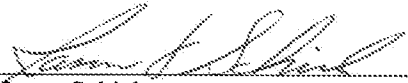
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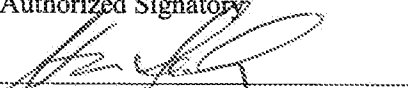
[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008059 FRAME: 0456

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC, as Lender

By: 
Name: Jason Schick
Title: Authorized Signatory

By: 
Name: Steven Sanicola
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent Description	Application No.	Patent No.	Filing Date	Issue Date
TRM NRE Acquisition LLC	Adhesion control, off highway vehicle	11469299	7778747	8/31/2006	8/17/2010
TRM NRE Acquisition LLC	Engine start stop control, multiple engine, based on operating speed	11469317	7431005	8/31/2006	10/7/2008

(b) Trademarks and Trademark Licenses

Service Marks

Grantor	Mark	Serial No.	Registration No.	Class	Registration Date	Next Renewal Deadline
TRM NRE Acquisition LLC	MLW	77016715	3450072	035, 037, 039, 040	6/17/2008	6/19/2028
TRM NRE Acquisition LLC	NRE (no special font)	78541905	3032281	035, 037, 039	12/20/2005	12/22/2025
TRM NRE Acquisition LLC	VMV Paducahbilt	78548937	3041738	37	1/10/2006	1/12/2026
TRM NRE Acquisition LLC	NRE (map)	78541914	3041582	035, 037, 039	1/10/2006	1/12/2026
TRM NRE Acquisition LLC	National Railway Equipment Co.	78548966	3119479	035, 037, 039	7/25/2006	7/27/2026
TRM NRE Acquisition LLC	N-Viromotive	78943808	3986759	35	6/28/2011	6/30/2031
TRM NRE Acquisition	NRE logo (new logo)	86744104	4936380	35, 37, 39	4/12/2016	4/13/2026

[Schedule 1 Intellectual Property Security Agreement]

LLC						
TRM NRE Acquisition LLC	NRE logo (new logo)	86813790	4960393	37	5/17/2016	5/18/2026
TRM NRE Acquisition LLC	PATTERN A (Stylized)	73001089	1003061	40	1/28/1975	1/28/2025
TRM NRE Acquisition LLC	PATTERN A	74686000	2096362	02, 40	9/16/1997	9/16/2027
TRM NRE Acquisition LLC	SUPOR	73519305	1383836	01	2/25/1986	2/25/2026

US Trademarks

Grantor	Mark	Serial No.	Registration No.	Class	Registration Date	Next Renewal Deadline
TRM NRE Acquisition LLC	National Railway Equipment Co	77788377	3740016	12	1/19/2010	1/22/2030
TRM NRE Acquisition LLC	NRE (no special font)	77790879	3742485	12	1/26/2010	1/28/2030
TRM NRE Acquisition LLC	NRE (map)	77790877	3742484	12	1/26/2010	1/28/2030
TRM NRE Acquisition LLC	N-Viomotive	77681057	3682894	12	9/15/2009	9/15/2029
TRM NRE Acquisition LLC	NRE logo (new logo)	97735242		12		
TRM NRE Acquisition LLC	NRE logo (new logo)	86846830	5007647	9	7/26/2016	7/27/2026

[Signature page to Intellectual Property Security Agreement]

International Trademarks

Grantor	Juris.	Mark	International Registration No.	Registration Date	Renewal Date
TRM NRE Acquisition LLC	WIPO	N-VIROMOTIVE	1007905	7/13/2009	7/13/2029
TRM NRE Acquisition LLC	Canada	N-VIROMOTIVE	TMA768534	7/2/2010	

Common Law Trademarks (owned by TRM NRE Acquisition LLC)

1. NCORDER
2. NFORCE
3. NLIMIT

(c) Copyrights and Copyright Licenses

Grantor	Copyright Description	Copyright No.	Publication Date
TRM NRE Acquisition LLC	Genset Locomotive - 1GS7B Operator's Manual v2.0	TX0007295783	9/30/2008
TRM NRE Acquisition LLC	Genset Locomotive 2GS14B Operator's Manual	TX0006846939	11/5/2007
TRM NRE Acquisition LLC	Genset Locomotive 3GS21B Operator's Manual	TX0006846942	11/5/2007
TRM NRE Acquisition LLC	Genset Locomotive - 3GS21BDE Operator's Manual v2.0	TX0007316601	10/23/2008
TRM NRE Acquisition LLC	N-Viromotive Locomotive Service Manual	TX0006846946	10/29/2007

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