

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rochester Sensors, LLC		05/08/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5406948	R3T	
Registration Number:	2790932	VISIBLE	
Registration Number:	2599394	R3D	
Registration Number:	2546710	MAGNETEL	
Registration Number:	2549524	TWINSITE	
Registration Number:	2524490	R	
Registration Number:	2566693	R	
Registration Number:	2454988	ROUGH RIDER	
Registration Number:	6366419	E-DIAL	
Serial Number:	97403068	ROCHESTER GAUGES	
Serial Number:	97346432	ROCHESTER SENSORS	
Serial Number:	97346425	R ROCHESTER SENSORS	
Serial Number:	97346292	R	
Serial Number:	97210792	ROCHESTER SENSORS	
Serial Number:	97346443	ENGINEERING INNOVATIVE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 5406948

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1994815 TM
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NAME OF SUBMITTER:	Angela Amico Olchaskey
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SIGNATURE:	/Angela Amico Olchaskey/
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DATE SIGNED:	05/09/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2023, is made by ROCHESTER SENSORS, LLC (the “Grantor”), in favor of ALTER DOMUS (US) LLC, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 8, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ROCHESTER SENSORS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, the “Borrower”), ROCHESTER ACQUISITION HOLDINGS, LLC, a Delaware limited liability company (together with its successors and permitted assigns, “Holdings”) as a guarantor, the other guarantors listed on the signature pages hereto (together with Holdings, the “Guarantors”), and any other direct and indirect subsidiaries of Holdings from time to time hereafter made parties thereto in favor of ALTER DOMUS (US) LLC, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is a party to the Pledge and Security Agreement (as defined in the Credit Agreement) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, 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 Credit Agreement or Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby grants to the Administrative Agent for the benefit of the Secured 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 (in each case the “Trademark Collateral”):

- (a) all of its United States trademark registrations and pending applications, including those referred to on Schedule 1 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 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. Pledge 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 Pledge and Security Agreement and 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 Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile transmission or by electronic transmission (including delivery of an executed counterpart in .pdf format) shall be as effective as delivery of a manually executed counterpart hereof. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature and, when used elsewhere in this Trademark Security Agreement, "electronic transmission," means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

Section 5. 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.

Section 6. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents. In the event of a conflict between the terms and conditions of this Trademark Agreement and the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, 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.

ROCHESTER SENSORS, LLC
as Grantor

By: 

Name: Warren Matthew Farrell

Title: Authorized Person

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008071 FRAME: 0787

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Administrative Agent

By:  _____

Name: Pinju Chiu


Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008071 FRAME: 0788

SCHEDULE 1

TRADEMARKS

Mark	Loan Party	Applicatio Number	Registrati Number	Registrati Date	Country
R3T	Rochester Sensors, LLC	87544878	5406948	2/20/2018	US
VISIBLE	Rochester Sensors, LLC	76484971	2790932	12/9/2003	US
R3D	Rochester Sensors, LLC	76275429	2599394	7/23/2002	US
MAGNETEL	Rochester Sensors, LLC	76169286	2546710	3/12/2002	US
TWINSITE	Rochester Sensors, LLC	76143779	2549524	3/19/2002	US
	Rochester Sensors, LLC	76062517	2524490	1/1/2002	US
R	Rochester Sensors, LLC	76062516	2566693	5/7/2002	US
ROUGH RIDER	Rochester Sensors, LLC	75906395	2454988	5/29/2001	US
E-DIAL	Rochester Sensors, LLC	90014359	6366419	5/25/2021	US
ROCHESTER GAUGES	Rochester Sensors, LLC	97403068	n/a	n/a	US
ROCHESTER SENSORS (design)	Rochester Sensors, LLC	97346432 (Intent-to-	n/a	n/a	US
R ROCHESTER SENSORS (design)	Rochester Sensors, LLC	97346425 (Intent-to-	n/a	n/a	US
R logo	Rochester Sensors, LLC	97346292 (Intent-to-	n/a	n/a	US
ROCHESTER SENSORS	Rochester Sensors, LLC	97210792 (Intent-to-	n/a	n/a	US
ENGINEERING INNOVATIVE	Rochester Sensors, LLC	97346443 (Intent-to-	n/a	n/a	US
RG logo	Rochester Sensors, LLC	0432884	671993	9/27/2000	MX
R logo	Rochester Sensors, LLC	0432885	735854	2/28/2002	MX
ROUGH RIDER	Rochester Sensors, LLC	0431298	665266	7/26/2000	MX
MAGNETEL	Rochester Sensors, LLC	0503115	126726	12/14/196 5	MX
ROCHESTER	Rochester Sensors, LLC	0125862	127328	2/1/1966	MX

ROCHESTER GAUGES	Rochester Sensors, LLC	2244124	n/a	n/a	CA
ROCHESTER SENSORS	Rochester Sensors, LLC	2236837	n/a	n/a	CA
R logo	Rochester Sensors, LLC	2236836	n/a	n/a	CA
R ROCHESTER SENSORS (design)	Rochester Sensors, LLC	2236838	n/a	n/a	CA
ROCHESTER SENSORS	Rochester Sensors, LLC	2225117	n/a	n/a	CA
R logo	Rochester Sensors, LLC	3834042	3834042	2/24/2023	GB
ROCHESTER GAUGES	Rochester Sensors, LLC	3834047	3834047	2/24/2023	GB
R ROCHESTER SENSORS (design)	Rochester Sensors, LLC	3834051	3834051	2/24/2023	GB
ROCHESTER SENSORS (design)	Rochester Sensors, LLC	3834053	3834053	2/24/2023	GB
ROCHESTER SENSORS	Rochester Sensors, LLC	3808104	3808104	10/14/2022	GB
RGI SENSORS	Rochester Sensors, LLC	UK00918141485	UK00918141485	3/6/2020	GB
RGI SENSORS	Rochester Sensors, LLC	18141485	18141485	3/6/2020	EM
ROCHESTER GAUGES	Rochester Sensors, LLC	67891760	n/a	n/a	CN
ROCHESTER SENSORS (design)	Rochester Sensors, LLC	67585165	n/a	n/a	CN
R logo	Rochester Sensors, LLC	67591249	n/a	n/a	CN
R ROCHESTER SENSORS (design)	Rochester Sensors, LLC	67591267	n/a	n/a	CN
ROCHESTER SENSORS	Rochester Sensors, LLC	65884140	n/a	n/a	CN
ROCHESTER GAUGES	Rochester Sensors, LLC	1716939	1716939	11/10/2022	WO
R logo	Rochester Sensors, LLC	1710099	1710099	10/4/2022	WO
ROCHESTER SENSORS (design)	Rochester Sensors, LLC	1710963	1710963	10/4/2022	WO
R ROCHESTER SENSORS (design)	Rochester Sensors, LLC	1710966	1710966	10/4/2022	WO
ROCHESTER SENSORS	Rochester Sensors, LLC	1699240	1699240	7/11/2022	WO