

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cummins Filtration Inc		05/31/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	900 W Trade St, Gateway Village-900 Building,		
Internal Address:	NC1-026-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88271153	FLEETGUARD MAP	
Serial Number:	87608617	FLEETGUARDFIT	
Serial Number:	86842931	STRATAPORE	
Serial Number:	86319494	TETRAMAX	
Serial Number:	85688885	DIRECT FLOW	
Serial Number:	85502172	ENVIROGUARD	
Serial Number:	85209158	NANONET	
Serial Number:	77521296	V VENTURI	
Serial Number:	77366911	OPTIAIR	
Serial Number:	78814818	FLEETGUARD	
Serial Number:	76575065	SPIRATEC	
Serial Number:	78814801	FLEETGUARD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3129932652		
Email:	heather.poitras@lw.com		

CH \$315.00 88271153

Correspondent Name: Heather Poitras
Address Line 1: c/o Latham & Watkins 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049268-0483 HP

NAME OF SUBMITTER: Heather Poitras

SIGNATURE: /hp/

DATE SIGNED: 06/01/2023

Total Attachments: 4

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, dated as of May 31, 2023 (this "Confirmatory Grant"), is by and from CUMMINS FILTRATION INC, an Indiana corporation (the "Grantor"), to and in favor of BANK OF AMERICA, N.A. (the "Grantee"), for itself and as Administrative Agent for the Secured Parties (as defined in the Security Agreement referenced below).

WHEREAS, ATMUS Filtration Technologies Inc., a Delaware corporation, as the Parent Borrower, Cummins Filtration Inc, an Indiana corporation, as the Opco Borrower, the other Borrowers from time to time party thereto, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, the Grantee, as Administrative Agent, a Swingline Lender and an L/C Issuer, and the other Swingline Lenders and L/C Issuers from time to time party thereto have entered into the Credit Agreement, dated as of September 30, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in order to secure the Secured Obligations arising under the Credit Agreement, the Grantor, certain Subsidiaries of the Parent Borrower and the Grantee have entered into a Pledge and Security Agreement, dated as of May 31, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties.

The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement or the Security Agreement, as applicable.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification and other contingent obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in all of each Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by such Grantor, together with (i) all proceeds and products of the Trademarks, (ii) the goodwill associated with such Trademarks and (iii) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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 page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

CUMMINS FILTRATION INC




By: 

Name: Donald G. Jackson

Title: Treasurer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

EXHIBIT A
TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date	Owner
FLEETGUARD MAP	88271153	22-JAN-2019	6043514	28-APR-2020	Cummins Filtration Inc.
FLEETGUARDFIT	87608617	14-SEP-2017	5944669	24-DEC-2019	Cummins Filtration Inc.
STRATAPORE	86842931	08-DEC-2015	5271959	22-AUG-2017	Cummins Filtration Inc.
TETRAMAX	86319494	24-JUN-2014	4837738	20-OCT-2015	Cummins Filtration Inc.
DIRECT FLOW (and Design) 	85688885	27-JUL-2012	4534195	20-MAY-2014	Cummins Filtration Inc.
ENVIROGUARD	85502172	22-DEC-2011	4813114	15-SEP-2015	Cummins Filtration Inc.
NANONET	85209158	03-JAN-2011	4116014	20-MAR-2012	Cummins Filtration Inc.
V VENTURI (and Design) 	77521296	14-JUL-2008	3675268	01-SEP-2009	Cummins Filtration Inc.
OPTIAIR	77366911	08-JAN-2008	3667389	11-AUG-2009	Cummins Filtration Inc.
FLEETGUARD (and Design) 	78814818	14-FEB-2006	3486340	12-AUG-2008	Cummins Filtration Inc.
SPIRATEC	76575065	11-FEB-2004	2922497	01-FEB-2005	Cummins Filtration Inc.
FLEETGUARD	78814801	14-FEB-2006	3551984	23-DEC-2008	Cummins Filtration Inc.