

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROCON US, INC.		08/03/2023	Corporation: DELAWARE
Micropump, Inc.		08/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LOAN ADMIN CO LLC, as Collateral Agent		
Street Address:	2200 Atlantic Street		
Internal Address:	Suite 501		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5910707	CUSTOM FLUID SOLUTIONS	
Registration Number:	5329206	EAGLEDRIVE	
Registration Number:	3264314	I-DRIVE	
Registration Number:	1772203	INTEGRAL SERIES	
Registration Number:	1087191	MICROPUMP	
Registration Number:	710224	PROCON	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Michael Denton		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	M. Denton - 60627.0023		
NAME OF SUBMITTER:	Michael Denton		

CH \$165.00 5910707

SIGNATURE:	/Michael Denton/
DATE SIGNED:	08/03/2023
Total Attachments: 7 source=Gear - Trademark Security Agreement Executed_WEIL_99277870_1#page1.tif source=Gear - Trademark Security Agreement Executed_WEIL_99277870_1#page2.tif source=Gear - Trademark Security Agreement Executed_WEIL_99277870_1#page3.tif source=Gear - Trademark Security Agreement Executed_WEIL_99277870_1#page4.tif source=Gear - Trademark Security Agreement Executed_WEIL_99277870_1#page5.tif source=Gear - Trademark Security Agreement Executed_WEIL_99277870_1#page6.tif source=Gear - Trademark Security Agreement Executed_WEIL_99277870_1#page7.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

1. **THIS TRADEMARK SECURITY AGREEMENT**, dated as of August 3, 2023 (this “Security Interest”), is made by Procon US, Inc., a Delaware corporation and Micropump, Inc., a Delaware corporation (each a “Grantor” and, collectively the “Grantors”), in favor of LOAN ADMIN CO LLC, as Collateral Agent for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below), with a principal office at 2200 Atlantic Street, Suite 501, Stamford, CT 06902 (the “Grantee”).

2. **WHEREAS**, each of the Grantors and the Grantee, among others, have entered into those certain Credit Agreement, Security Agreement, and Pledge Agreement, each dated as of August 3, 2023 (as amended, modified, restated and/or supplemented from time to time, the “Credit Documents”); and

3. **WHEREAS**, the Credit Documents require each Grantor to execute and deliver this Security Interest.

4. **NOW, THEREFORE**, in consideration of the premises in the Credit Documents and herein and in order to ensure compliance with the Credit Documents, the receipt and sufficiency of which are hereby acknowledged by each of the Grantors and the Grantee, each Grantor hereby agrees as follows:

Defined Terms. Capitalized terms used herein without definition shall have the definitions given to them in the applicable Credit Document.

Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment and performance when due of all of its Obligations, each Grantor does hereby grant to the Grantee, in each case for the benefit of the Secured Creditors, a continuing security interest in, and continuing lien on, all of the right, title and interest of such Grantor in, to and under all of the following, or in which or to which such Grantor has any rights, in each case whether now existing or hereafter from time to time acquired (the “Trademark Collateral”): all Marks, including, without limitation, those United States registrations and applications referred to on Schedule A hereto (but excluding any Excluded Property);

all right to renewals and extensions thereof;

all goodwill of the business of such Grantor symbolized by such Marks; and

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 causes of action or rights to sue and recover at law or in equity arising prior to or after the date hereof for infringement, misappropriation, dilution, violation or other impairment thereof of any of the Marks or unfair competition regarding the same.

5.

Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

Credit Documents. The security interest granted pursuant to this Security Interest is granted in conjunction with the security interest granted to the Grantee pursuant to the Credit Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Documents, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Security Interest and the Credit Documents, the terms of the Credit Documents shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor remains liable for all duties and obligations arising under or with respect to the Trademark Collateral, and, subject to the exercise of any right or remedy by the Grantee and each Grantor further agrees that such Grantor shall have full and complete responsibility for any prosecution, defense or enforcement of, or any other action reasonably necessary in connection with, the rights of such Grantor with respect to all Trademark Collateral.

Counterparts; Telecopied Signatures. This Security Interest and any waiver or amendment hereto may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. This Security Interest may be executed and delivered by facsimile or electronic transmission all with the same force and effect as if the same was a fully executed and delivered original executed counterpart hereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Governing Law. Section 14.08 of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

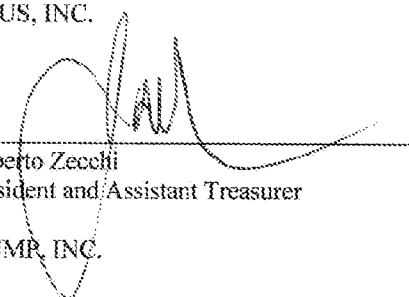
Miscellaneous. This Security Interest shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Grantee, the future holders of the loans, and their respective permitted successors and assigns. The Grantee may, in accordance with the terms and conditions of the Credit Documents, assign or otherwise transfer all or any portion of its rights and obligations under this Security Interest to any successor, and such successor shall thereupon become vested with all the benefits in respect hereof granted to the Grantee herein or otherwise, in each case as provided in the Credit Documents. No Grantor may (other than in accordance with the terms and conditions of the Credit Documents) assign or transfer any rights or obligations hereunder without the prior written consent of the Grantee. No amendment of any provision of this Security Interest shall in any event be effective unless the same shall be in writing and signed by each Grantor and the Grantee. No waiver of any provision of this Security Interest, or consent to any departure by any Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by the Grantee. Each such amendment, waiver or consent shall be effective

only in the specific instance and for the specific purpose for which given. In case any provision in or obligation under this Security Interest shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.

PROCON US, INC.
as Grantor

By: 
Name: Roberto Zecchi
Title: President and Assistant Treasurer

MICROPUMP, INC.
as Grantor

By: _____
Name: Dan Borah
Title: Treasurer and Secretary

[Signature Page to Trademark Security Agreement (Gear)]

IN WITNESS WHEREOF, the undersigned have executed this Security Interest as of the date first written above.


PROCON US, INC.
as Grantor

By: _____
Name: Roberto Zecchi
Title: President and Assistant Treasurer

MICROPUMP, INC.
as Grantor

By: _____
Name: Dan Borah
Title: Treasurer and Secretary

LOAN ADMIN CO LLC,
as Collateral Agent and Grantee

By: 
Name: Michael Raymond
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Gear)]

SCHEDULE A

Trademark	Registration No	Registration Date
CUSTOM FLUID SOLUTIONS	5910707	11/12/2019
EAGLEDRIVE	5329206	11/7/2017
I-DRIVE	3264314	7/17/2007
INTEGRAL SERIES	1772203	5/18/1993
MICROPUMP	1087191	3/14/1978
PROCON	710224	1/24/1961