

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMBF PRODUCTS, INC.		09/01/2023	Corporation: OHIO
POWER PACKER NORTH AMERICA, INC.		09/01/2023	Corporation: DELAWARE
WEASLER ENGINEERING, INC.		09/01/2023	Corporation: DELAWARE
MAXIMA TECHNOLOGIES & SYSTEMS, LLC		09/01/2023	Limited Liability Company: DELAWARE
B.W. ELLIOTT MANUFACTURING CO., LLC		09/01/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 Chase Metrotech Center, NY1-C084		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6639169	BRAKE PAD TECHNOLOGY OF CHAMPIONS	
Registration Number:	6109494	CF2000	
Registration Number:	1791381	DATCON	
Registration Number:	3076115		
Registration Number:	2331451		
Registration Number:	4186221	HAWK	
Registration Number:	4625264	HAWK BRAKE	
Registration Number:	2418088	HAWK PERFORMANCE	
Registration Number:	6464166	MAXAI	
Registration Number:	817739	POWER-PACKER	
Registration Number:	3020224	STEWART WARNER	
Registration Number:	3045228	SW	
Registration Number:	2997983	SW	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3001546	SW
Registration Number:	3035853	SW STEWART WARNER
Registration Number:	6190187	TALON
Registration Number:	3076116	WEASLER
Registration Number:	2918903	WINGS
Serial Number:	90584434	RACE PROVEN. STREET LEGAL.
Serial Number:	98055897	GITS
Serial Number:	98056156	GITS
Serial Number:	98056177	G

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: 8004945225

Email: ipteam@coagencyglobal.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:	2106909 TM
NAME OF SUBMITTER:	Leanne Honig
SIGNATURE:	/Leanne Honig/
DATE SIGNED:	09/01/2023

Total Attachments: 13

source=Trademark- Recordation Form Cover Sheet(97250157.1)#page3.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page4.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page5.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page6.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page7.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page8.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page9.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page10.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page11.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page12.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page13.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page14.tif
source=Trademark- Recordation Form Cover Sheet(97250157.1)#page15.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated September 1, 2023, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and JPMorgan Chase Bank, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LSF12 Badger Holdco, LLC, a Delaware limited liability company (“Holdings”), LSF12 Badger Bidco, LLC, a Delaware limited liability company (the “Borrower”), have entered into the Credit Agreement dated as of September 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated September 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (a) all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);
- (b) all trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent to use

application under applicable federal law, together with the goodwill symbolized thereby (the "Trademarks");

- (c) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE 2 OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.


4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

5. EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER

FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

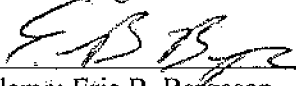
CMBF PRODUCTS, INC.
POWER PACKER NORTH AMERICA, INC.
WEASLER ENGINEERING, INC.
MAXIMA TECHNOLOGIES & SYSTEMS, LLC
B.W. ELLIOTT MANUFACTURING CO., LLC

By: 
Name: Roger Roundhouse
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008186 FRAME: 0171

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: Eric B. Bergeson
Title: Authorized Officer

Schedule A**Patents****Issued Patents:**

Title	Appl. No.	Filed Date	Patent/Publ. No.	Grant Date	Owner
BRAKE SYSTEM FOR MINE TRUCKS	16/034,666	2018-07-13	10,851,859	2020-12-01	CMBF Products, Inc.
BUTTERFLY VALVE FOR TURBOCHARGER SYSTEMS	13/003,348	2011-01-10	8,671,683	2014-03-18	Power Packer North America, Inc.
CARBON FIBER REINFORCED CARBON MATRIX COMPOSITE FOR BRAKE PAD BACK PLATE	12/560,714	2009-09-16	8,789,665	2014-07-29	CMBF Products, Inc.
COLLET LOCKING YOKE	15/407,087	2017-01-16	10,487,881	2019-11-26	Weasler Engineering, Inc.
CYCLOIDAL WHEEL DRIVE	14/911,699	2014-08-13	10,023,406	2018-07-17	Weasler Engineering, Inc.
DIRECT DATA BUS INSTRUMENT	10/615,251	2003-07-08	6,816,801	2004-11-09	Maxima Technologies & Systems, LLC
DUAL MASTER CYLINDER BRAKE ASSEMBLY WITH QUICK-FILL FUNCTION	16/325,496	2017-08-17	11,173,887	2021-11-16	Carlisle Industrial Brake & Friction*
FUSIBLE CAP ASSEMBLY	16/731,440	2019-12-31	11,401,082	2022-08-02	Power Packer North America, Inc.
HYDRAULIC ACTUATING DEVICE	11/670,124	2007-02-01	7,555,978	2009-07-07	Power Packer North America, Inc.
HYDRAULIC LEVELING SYSTEM	14/456,056	2014-08-11	9,050,947	2015-06-09	Power Packer

Title	Appl. No.	Filed Date	Patent/Publ. No.	Grant Date	Owner
IMPROVEMENTS					North America, Inc.
HYDRAULIC SYSTEM WITH A PRESSURE RIPPLE REDUCTION DEVICE	12/989,237	2010-10-22	8,500,187	2013-08-06	Power Packer North America, Inc.
LIQUID LEVEL SENSING DEVICE	10/463,285	2003-06-17	6,935,173	2005-08-30	Maxima Technologies & Systems, LLC
METHOD AND APPARATUS FOR LUBRICATING BEARINGS ON A VERTICAL SHAFT IN A GEARBOX	10/685,779	2003-10-15	7,273,132	2007-09-25	Weasler Engineering, Inc.
MODULAR ELECTRONIC BRAKE SYSTEM	17/197,861	2021-03-10	11,685,354	2023-06-27	Carlisle Industrial Brake & Friction*
PUMP UNIT WITH INTEGRATED PISTON PUMP AND ELECTRIC MOTOR	16/099,142	2017-05-02	10,598,177	2020-03-24	Power Packer North America, Inc.
REVERSIBLE SEEDER TRANSMISSION AND SEEDER DRIVE APPARATUS	14/427,358	2013-09-11	10,076,074	2018-09-18	B.W. Elliott Mfg. Co., LLC
SEED METERING DEVICE DRIVE SYSTEM	14/111,601	2013-10-14	9,366,297	2016-06-14	B.W. Elliott Mfg. Co., LLC
SEED METERING DEVICE DRIVE SYSTEM AND METHOD	16/078,461	2017-02-06	11,006,566	2021-05-18	B.W. Elliott Mfg. Co., LLC
STABILIZING SYSTEM FOR ORIENTING AND ELEVATING A VEHICLE	10/672,553	2003-09-26	7,025,178	2006-04-11	Power Packer North America, Inc.
TELESCOPIC GUARD FOR COUPLED SHAFTS	10/767,703	2004-01-29	7,077,754	2006-07-18	Weasler Engineering, Inc.

Title	Appl. No.	Filed Date	Patent/Publ. No.	Grant Date	Owner
UNIVERSAL JOINT LUBRICATION	11/051,912	2005-02-04	7,235,016	2007-06-26	Weasler Engineering, Inc.
UNIVERSAL JOINT WITH IMPROVED BALL LUBRICATION	12/602,735	2010-05-27	8,246,473	2012-08-21	Weasler Engineering, Inc.
VEHICLE WITH TILT CAB	13/090,829	2011-04-20	8,820,818	2014-09-02	Power Packer North America, Inc.
VEHICLE, IN PARTICULAR CAMPER, WITH A HYDRAULICALLY ACTUATED ROOF PART	10/921,516	2004-08-19	7,144,069	2006-12-05	Power Packer North America, Inc.
ADJUSTABLE HEIGHT LEVELING LEG	11/005,254	2004-12-06	7,296,784	2007-11-20	Power Packer North America, Inc.

* The patent will be assigned to an in-scope entity prior to the closing.

Patent Applications:

Title	Appl. No.	Filed Date	Publ. No.	Status	Owner
BRAKE SYSTEM FOR MINE TRUCKS	17/102,799	2020-11-24	20210079967	Published	CMBF Products, Inc.
BRAKE SYSTEM FOR MINE TRUCKS	17/466,483	2021-09-03	20210396286	Published	CMBF Products, Inc.
CASING	17/187,471	2021-02-26	20210270311	Published	B.W. Elliott Mfg. Co., LLC
PUMP UNIT WITH CONICAL MOTOR CHAMBER	17/642,660	2020-09-11	20220325731	Published	Power Packer North America, Inc.
EXHAUST GAS RECIRCULATION VALVE ASSEMBLY	63/485,722	2023-02-17		Pending	Power Packer North America, Inc.
EXHAUST GAS RECIRCULATION	63/485,725	2023-02-17		Pending	Power Packer







Title	Appl. No.	Filed Date	Publ. No.	Status	Owner
VALVE ASSEMBLY					North America, Inc.

* The patent will be assigned to an in-scope entity prior to the closing.

Schedule B



Trademarks

Registered Trademarks:

Owner	Mark	Registration Number	Registration Date
CMBF Products, Inc.	BRAKE PAD TECHNOLOGY OF CHAMPIONS	6639169	2/8/2022
CMBF Products, Inc.	CF2000	6109494	7/21/2020
Maxima Technologies & Systems, LLC	DATCON	1791381	9/7/1993
Weasler Engineering, Inc.	 Design Only	3076115	4/4/2006
CMBF Products, Inc.	 Design Only	2331451	3/21/2000
CMBF Products, Inc.	HAWK	4186221	8/7/2012
CMBF Products, Inc.	HAWK BRAKE	4625264	10/21/2014
CMBF Products, Inc.	HAWK PERFORMANCE	2418088	1/2/2001
Maxima Technologies & Systems, LLC	MAXAI	6464166	8/24/2021
Power Packer North America, Inc.	POWER-PACKER	817739	11/1/1966
Maxima Technologies & Systems, LLC	STEWART WARNER	3020224	11/29/2005
Maxima Technologies & Systems, LLC	 SW & Design	3045228	1/17/2006
Maxima Technologies & Systems, LLC	 SW & Design	2997983	9/20/2005
Maxima Technologies & Systems, LLC	 SW & Design	3001546	9/27/2005
Maxima Technologies & Systems, LLC	 SW STEWART WARNER & Design	3035853	12/27/2005
CMBF Products, Inc.	TALON	6190187	11/3/2020
Weasler Engineering, Inc.	WEASLER	3076116	4/4/2006
Maxima Technologies & Systems, LLC	WINGS	2918903	1/18/2005

Trademark Applications:

Owner	Mark	Application Number	Application Date
CMBF Products, Inc.	CMBF Products, Inc.	90584434	3/17/2021
Power Packer North	GITS	98055897	6/23/2023

America, Inc.			
Power Packer North America, Inc.	Design Only		98056156 6/23/2023
Power Packer North America, Inc.	Design Only		98056177 6/23/2023

Schedule C

Copyrights

Registered Copyrights:

Owner	Copyright	Registration Number	Registration Date
Weasler Engineering, Inc.	Weasler	TX0006903433	10/12/2007