# 00 97848614

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM839043

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Industrial Devices Company, LLC		09/13/2023	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code: 15219			
Entity Type:	tity Type: National Banking Association: UNITED STATES		

#### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark		
Serial Number:	97848614	MOBILE DUTY		
Registration Number:	3714425	TORQUE MASTER		
Registration Number:	5312201	OPTIPUMP		
Registration Number:	5341911	OPTIPRESSURE		
Registration Number:	5180443	PUMP MASTER		
Registration Number:	5875352	OPTIHYDRO		
Registration Number:	6649266	OPTISTART		
Registration Number:	7026416	DRIVE MASTER		
Registration Number:	7026417	HYDRO MASTER		
Registration Number:	6873402	PRESSURE MASTER		
Registration Number:	6648129	DRIVEDEFENDER		
Serial Number:	90884745	LIFT MASTER		
Serial Number:	97393411	DRIVELYNX INSTANT PERFORMANCE DATA. PROA		
Serial Number:	98074538	THE A.R.C.C.		
Serial Number:	98078231	THE ADVANCED RESPONSE COMMAND CENTER		

## **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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

**Phone:** 2155695619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy Pecsenye (KH 074658-23052)

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-23052
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	09/13/2023

### **Total Attachments: 6**

source=IP Security Agreement (PNC - AID) - EXECUTED(133052188.1)#page1.tif source=IP Security Agreement (PNC - AID) - EXECUTED(133052188.1)#page2.tif source=IP Security Agreement (PNC - AID) - EXECUTED(133052188.1)#page3.tif source=IP Security Agreement (PNC - AID) - EXECUTED(133052188.1)#page4.tif source=IP Security Agreement (PNC - AID) - EXECUTED(133052188.1)#page5.tif source=IP Security Agreement (PNC - AID) - EXECUTED(133052188.1)#page6.tif

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") dated as of September 13, 2023, by **ADVANCED INDUSTRIAL DEVICES COMPANY LLC**, a Delaware limited liability company ("<u>Advanced</u>" and together with each Person joined hereto as a grantor from time to time, collectively, the "<u>Grantors</u>", and each a "<u>Grantor</u>"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Equipment Loan, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantors, Advanced Industrial Devices Employment Services, Inc., a Delaware corporation ("Advanced Employment" and together with Grantors and any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.
- 2. <u>GRANT AND REAFFIRMATION OF SECURITY INTEREST</u>. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>IP Collateral</u>"), with power of sale to the extent permitted by law:
  - (a) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;
  - (b) all of such Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;
  - (c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the

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business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.
- 4. <u>CREDIT AGREEMENT</u>. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- 5. <u>REPRESENTATIONS, WARRANTIES AND AGREEMENTS</u>. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: <u>Schedule 1</u> hereto accurately lists all registered IP Collateral as of the date hereof.
- 6. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending <u>Schedule 1</u> to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend <u>Schedule 1</u> shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on <u>Schedule 1</u>.
- 7. <u>GOVERNING LAW</u>. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.
- 8. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.
- 9. <u>CONSTRUCTION</u>. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented

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by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first set forth above.

ADVANCED INDUSTRIAL DEVICES COMPANY LLC

By: AID Hold, LLC, as its manager,

Name: Matthew Schovee

Title: Manager of AID Holdco, LLC

[Signature Page to Intellectual Property Security Agreement]

## **SCHEDULE 1**

TO

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

# I. Copyrights and Copyright Applications

None.

# II. Patents and Patent Applications

None.

# III. Trademarks and Trademark Applications

The following Trademarks and Trademark Applications are owned by Advanced under the name Advanced Industrial Devices Company LLC or its trade name Advanced Industrial Devices LLC.

#	Grantor	Owner	Mark	Serial/ Registration Number	Registration Date
1.	Advanced	Advanced Industrial Devices Company LLC	MOBILE DUTY	97848614	03/21/2023
2.	Advanced	Advanced Industrial Devices Company LLC	TORQUE MASTER	3714425	11/24/2009
3.	Advanced	Advanced Industrial Devices Company LLC	OPTIPUMP	5312201	10/17/2017
4.	Advanced	Advanced Industrial Devices Company LLC	OPTIPRESSURE	5341911	11/21/2017
5.	Advanced	Advanced Industrial Devices Company LLC	PUMP MASTER	5180443	04/11/2017
6.	Advanced	Advanced Industrial Devices Company LLC	OPTIHYDRO	5875352	10/01/2019
7.	Advanced	Advanced Industrial Devices Company LLC	OPTISTART	6649266	02/22/2022
8.	Advanced	Advanced Industrial Devices LLC	DRIVE MASTER	7026416	04/11/2023
9.	Advanced	Advanced Industrial Devices LLC	HYDRO MASTER	7026417	04/11/2023
10.	Advanced	Advanced Industrial Devices LLC	PRESSURE MASTER	6873402	10/11/2022

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#	Grantor	Owner	Mark	Serial/ Registration Number	Registration Date
11.	Advanced	Advanced Industrial	DRIVEDEFENDER	6648129	02/15/2022
		Devices LLC			
12.	Advanced	Advanced Industrial	LIFT MASTER	90884745	08/16/2021
		Devices LLC			
13.	Advanced	Advanced Industrial	DRIVELYNX INSTANT	97393411	05/03/2022
		Devices LLC	PERFORMANCE DATA.		
			PROACTIVE		
			DECISIONS.		
14.	Advanced	Advanced Industrial	THE A.R.C.C	98074538	07/07/2023
		Devices LLC			
15.	Advanced	Advanced Industrial	THE ADVANCED	98078231	07/10/2023
		Devices LLC	RESPONSE COMMAND		
			CENTER		

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**RECORDED: 09/13/2023** 

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