

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857654

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|----------------------------------|---|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alternative Hose, LLC | | 12/01/2023 | Limited Liability Company: DELAWARE |
| A-1 Coupling & Hose, LLC | | 12/01/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | APOGEM CAPITAL LLC, as administrative agent | | |
| Street Address: | 227 WEST MONROE STREET, SUITE 5400 | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88641400 | ALTERNATIVE HOSE | |
| Serial Number: | 88641619 | ALTERNATIVE HOSE INC. HOSE· FITTINGS· AS | |
| Serial Number: | 78560301 | CONTRACTOR'S CHOICE | |
| 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: | 3127018637 | | |
| Email: | ipdocket@mayerbrown.com | | |
| Correspondent Name: | William R. Siegel, Mayer Brown LLP | | |
| Address Line 1: | 71 S. Wacker Drive | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 23751504 | | |
| NAME OF SUBMITTER: | William R. Siegel | | |
| SIGNATURE: | /william r siegel/ | | |
| DATE SIGNED: | 12/01/2023 | | |
| Total Attachments: 5 | | | |

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 1, 2023 (the “Trademark Security Agreement”) by Alternative Hose, LLC, a Delaware limited liability company and A-1 Coupling & Hose, LLC, a Delaware limited liability company (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of APOGEM CAPITAL LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of December 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among FLUID POWER INTERMEDIATE, LLC, a Delaware limited liability company (“Holdings”), Hydratech Holdings, Inc., a Delaware corporation (the “Borrower”), the other Guarantors party thereto from time to time and APOGEM CAPITAL LLC, as Administrative Agent, and each lender from time to time party thereto (collectively, the “Lenders”).

WHEREAS, the Grantors are party to a Security Agreement dated as of December 1, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

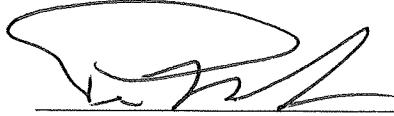
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

A-1 COUPLING & HOSE, LLC

By: 
Name: Peter Calamari
Title: Vice President

ALTERNATIVE HOSE, LLC

By: 
Name: Peter Calamari
Title: Vice President

APOGEM CAPITAL LLC, as Administrative Agent

DocuSigned by:

Jeff Karczynski

By: _____

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Name: Jeff Karczynski


Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008275 FRAME: 0664

Schedule I

Trademark Registrations and Use Applications

| Trademarks | Application No. | Filing Date | Registration No. | Registration Date | Registered Owner |
|--|------------------------|--------------------|-------------------------|--------------------------|----------------------------------|
| ALTERNATIVE HOSE | 88641400 | October 3, 2019 | 6052262 | May 12, 2020 | Alternative Hose, LLC |
|  | 88641619 | October 3, 2019 | 6052271 | May 12, 2020 | Alternative Hose, LLC |
| CONTRACTOR'S CHOICE | 78560301 | February 3, 2005 | 3210186 | February 20, 2007 | A-1 Coupling & Hose ¹ |

¹ Owner of record to be updated with the United States Patent and Trademark Office to reflect A-1 Coupling & Hose, LLC is the owner post-closing.