

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI29232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLANDERS ELECTRIC MOTOR SERVICE, LLC		02/13/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	REGIONS BANK, as administrative agent		
<b>Street Address:</b>	1180 West Peachtree Street NW		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Other: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98068477	SURETRIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>			
<b>Phone:</b>	4044205527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Kenyeri		
<b>Address Line 1:</b>	303 Peachtree Street, Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Rhonda Kenyeri		
<b>SIGNATURE:</b>	Rhonda Kenyeri		
<b>DATE SIGNED:</b>	02/15/2024		
<b>Total Attachments: 6</b>			
source=51. Supplement to Trademark Security Agreement (Flanders)#page1.tif			
source=51. Supplement to Trademark Security Agreement (Flanders)#page2.tif			
source=51. Supplement to Trademark Security Agreement (Flanders)#page3.tif			
source=51. Supplement to Trademark Security Agreement (Flanders)#page4.tif			

OP \$40.00.00 98068477

source=51. Supplement to Trademark Security Agreement (Flanders)#page5.tif

source=51. Supplement to Trademark Security Agreement (Flanders)#page6.tif

## **SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

This **SUPPLEMENT NO. 1** (this “*Supplement*”), dated as of February 13, 2024, to the Trademark Security Agreement dated as of March 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”), between **FLANDERS ELECTRIC MOTOR SERVICE, LLC**, a Delaware limited liability company (“FEMS” or the “Company”), having its principal place of business at 8101 Baumgart Road, Evansville, IN 47725 and **REGIONS BANK**, an Alabama banking corporation in its capacity as collateral and administrative agent and Australian Security Trustee for various financial institutions (“Lenders”) having an office at 1180 West Peachtree Street, N.W., Suite 1000, Atlanta, Georgia 30309 (together with its successors in such capacity, “Administrative Agent”).

A. Administrative Agent and Lenders have entered into a Credit Agreement dated March 1, 2021 (as it has been amended and as it may at any time in the future be amended, restated, supplemented or otherwise modified, the “Credit Agreement”) by and among Company, certain Subsidiaries and Affiliates of the Company, Administrative Agent, Lenders, and certain other parties designated as “Borrowers,” “Guarantors,” or “Credit Parties” thereunder from time to time.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement or the Trademark Security Agreement, as applicable.

C. The Company entered into the Trademark Security Agreement pursuant to the requirements set forth in Section 6.1 of the Credit Agreement. The Trademark Security Agreement provides in part that the Company authorizes and empowers Administrative Agent to modify Exhibit A to the Trademark Security Agreement to include any future trademarks and trademark applications. The Company is executing this Supplement in connection with its delivery of the supplement to Exhibit A of the Trademark Security Agreement.

Accordingly, the Company agrees as follows:

SECTION 1. In accordance with Section 7 and Section 8 of the Trademark Security Agreement, the attached Supplement No. 1 to Exhibit A to the Trademark Security Agreement shall supplement the existing Exhibit A and shall be made a part thereof, and the Company represents and warrants to Administrative Agent, for the benefit of the Secured Parties, that the Supplement No. 1 to Exhibit A to the Trademark Security Agreement correctly sets forth, as of the date hereof, the additional Trademarks Company has obtained right, title and interest to since the date of the Trademark Security Agreement.

SECTION 2. The Company represents and warrants to Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when Administrative Agent shall have received a counterpart of this Supplement that bears the signature of the Company.

Delivery of an executed signature page to this Supplement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Except as expressly supplemented hereby, the Patent Security Agreement shall remain in full force and effect.

SECTION 5. This Supplement shall be governed by and construed in accordance with the internal laws of the State of New York.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Trademark Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall (except as otherwise expressly permitted by the Trademark Security Agreement) be in writing and given as provided in the Credit Agreement.

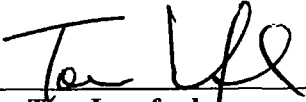
SECTION 8. The Company agrees to reimburse Administrative Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of counsel for Administrative Agent.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed and delivered by its duly authorized representative on the day and year first above written.

COMPANY:

**FLANDERS ELECTRIC MOTOR  
SERVICE, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: **Tom Lunsford**  
Title: Chief Financial Officer

[Signatures continue on the following page]

Accepted:


ADMINISTRATIVE AGENT:

REGIONS BANK,  
as Administrative Agent

By: Michael Kempel  
Name: Michael W. Kempel  
Title: Managing Director

SUPPLEMENT NO. 1 TO EXHIBIT A  
TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
United Kingdom	ARDVARC RN: UK00907089089 AN: UK00907089089		Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United Kingdom	ARDVARC & Design   RN: UK00907089816 AN: UK00907089816		Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Australia	SURETRIP AN: 2399609		Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Canada	SURETRIP AN: to be filed		Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
Peru	SURETRIP AN: 45554-2023		Flanders Electric Motor Service, LLC successor by conversion to Flanders Electric Motor Service, Inc.
South Africa	SURETRIP AN: 2023/29912		Flanders Electric Motor Service, LLC, successor by conversion to Flanders Electric Motor Service, Inc.
United States (Federal)	SURETRIP AN: 98068477		Flanders Electric Motor Service, LLC successor by conversion to Flanders Electric Motor Service, Inc.

Country/ Jurisdiction	Mark/Name/AN/RN	Status/Key Dates	Owner Information
Canada	UNITY RN: TMA943443 AN: 1579850	Canada Registered Last Status Received: Registered, July 15, 2016 Office Status: Registered Filed: May 30, 2012 Registered: July 15, 2016 Expiration Date: July 15, 2031	Flanders Electric Motor Service, LLC successor by conversion to Flanders Electric Motor Service, Inc.