

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI96455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ladish Valve Company, LLC		03/15/2024	Limited Liability Company: TEXAS
Smith Valve Company, LLC		03/15/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Company Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3279838	L	
Registration Number:	3033431	LADISH	
Registration Number:	915378	SMITH	
Registration Number:	7003387		
Registration Number:	7003388	SMITH VALVES	
Registration Number:	2204776	DIAMOND	
Registration Number:	1969858		
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723117		
Email:	AQuinn@KSLAW.com		
Correspondent Name:	Alanna Quinn		
Address Line 1:	1180 Peachtree St NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		

CH \$190.00.00 78923517

NAME OF SUBMITTER:	Alanna Quinn
SIGNATURE:	Alanna Quinn
DATE SIGNED:	03/15/2024
Total Attachments: 6 source=LPW - Trademark Security Agreement - Executed#page1.tif source=LPW - Trademark Security Agreement - Executed#page2.tif source=LPW - Trademark Security Agreement - Executed#page3.tif source=LPW - Trademark Security Agreement - Executed#page4.tif source=LPW - Trademark Security Agreement - Executed#page5.tif source=LPW - Trademark Security Agreement - Executed#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2024 (this “**Trademark Security Agreement**”), between (i) Smith Valve Company, LLC, a Texas limited liability company and (ii) Ladish Valve Company, LLC, a Texas limited liability company (herein referred to as the “**Grantors**” and each a “**Grantor**”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, each Grantor owns, the Trademark Collateral (as defined below);

WHEREAS, LPW Group Holdings, Inc., a Delaware corporation (the “**Borrower**”), Lotus HoldingCo Inc., a Delaware corporation, as Holdings (as defined in the Credit Agreement), the Lenders from time to time party thereto, and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of March 15, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of March 15, 2024 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the Grantors party thereto and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “**Grantee**”), each Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) of the Security Agreement) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by each Grantor and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

Notwithstanding the foregoing, this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property (as defined in the Credit Agreement).

This agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations of the Grantor, whether now existing or arising hereafter. Each Grantor irrevocably

appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower's expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing and/or an Enforcement Notice is in effect all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. Each Grantor acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of each Grantor (as applicable), execute and deliver to such Grantor such documents, and take such other actions, as such Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

[Signature Page Follows]

SMITH VALVE COMPANY, LLC

DocuSigned by:
Mark S Bowie
By: _____
CDE3B7F37DBE415...
Name: Mark Bowie
Title: Chief Executive Officer

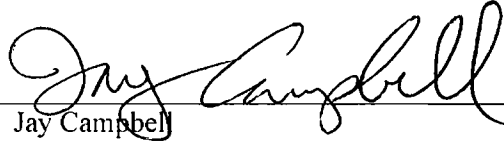
LADISH VALVE COMPANY, LLC

DocuSigned by:
Mark S Bowie
By: _____
CDE3B7F37DBE415...
Name: Mark Bowie
Title: Chief Executive Officer

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By:

A handwritten signature in cursive script that reads "Jay Campbell". The signature is written in black ink and is positioned above a horizontal line.

Name: Jay Campbell

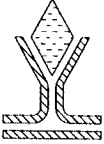
Title: Assistant Vice President

**Schedule 1
to Trademark
Security Agreement**

**LADISH VALVE COMPANY, LLC
SMITH VALVE COMPANY, LLC**

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	GRANTOR	REG. NO.	REG. DATE
L & Design 	Ladish Valve Company, LLC	3279838	Aug. 14, 2007
LADISH	Ladish Valve Company, LLC	3033431	Dec. 27, 2005
SMITH & Design 	Smith Valve Company, LLC	915378	Jun. 22, 1971
Miscellaneous Design 	Smith Valve Company, LLC	7003387	Mar. 21, 2023
SMITH VALVES SMITH VALVES	Smith Valve Company, LLC	7003388	Mar. 21, 2023

TRADEMARK	GRANTOR	REG. NO.	REG. DATE
DIAMOND	Smith Valve Company, LLC	2204776	Nov. 24, 1998
Diamond Design 	Smith Valve Company, LLC	1969858	Apr. 23, 1996

U.S. TRADEMARK APPLICATIONS

None.