

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairbanks Morse, LLC		06/23/2021	Limited Liability Company: NORTH CAROLINA
Ward Leonard CT LLC		06/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Second Lien Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5472612	FAIRBANKS MORSE	
Registration Number:	5459737	TRIDENT OP	
Registration Number:	1896777	ENVIRO DESIGN	
Registration Number:	1297387	FAIRBANKS MORSE	
Registration Number:	0573224	ALCO	
Registration Number:	3113501	WARD LEONARD	
Registration Number:	2640745	WARD LEONARD	
Registration Number:	3113500	WARD LEONARD	
Registration Number:	1153030	WARD LEONARD	
Registration Number:	3113499	WARD LEONARD	
Registration Number:	6207094	THE POWER OF UPTIME	
Registration Number:	6207092	THE POWER OF UPTIME	
Registration Number:	6207093	THE POWER OF UPTIME	
Serial Number:	88644094	THE POWER OF UPTIME	
Serial Number:	88644096	THE POWER OF UPTIME	

OP \$390.00 5472612

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: 212-381-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: 200 Park Avenue
Address Line 2: Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	1410450 TM IPSA 2L
NAME OF SUBMITTER:	Alana Gramer
SIGNATURE:	/Alana Gramer/
DATE SIGNED:	06/23/2021

Total Attachments: 12

source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page1.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page2.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page3.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page4.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page5.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page6.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page7.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page8.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page9.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page10.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page11.tif
source=Fairbanks - 2L - IP Security Agreement [Executed](156331013_1)#page12.tif

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 23, 2021, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Jefferies Finance LLC, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Arcline FM Holdings, LLC, a Delaware limited liability company (the "Borrower"), Accel Intermediate, LLC, a Delaware limited liability company ("Holdings"), have entered into the Second Lien Credit Agreement, dated as of June 23, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto and Jefferies Finance LLC, as Administrative Agent and Collateral Agent. 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, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of June 23, 2021 (as amended, restated, 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, as collateral security, for the prompt and complete payment and performance of the Secured Obligations of such 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 trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications 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 Loan Documents (as such Loan Documents may be amended, restated, 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 Loan 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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including ".pdf", ".tif" or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. "Electronic Signatures" means any electronic symbol or process attached to, or associated with,

any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

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. Sections 10.15 (*Governing Law; Jurisdiction; Etc.*), 10.16 (*Service of Process*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement and the Credit Agreement), the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, herein and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement). In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) and this IP Security Agreement, the provisions of such intercreditor agreement shall prevail. Notwithstanding the foregoing, each Grantor expressly acknowledges and agrees that each of the First Lien/Second Lien Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) is solely for the benefit of the parties thereto, and that notwithstanding the fact that the exercise of certain of the Collateral Agent's and the other Secured Parties' rights under this IP Security Agreement and the other Loan Documents may be subject to the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement), no action taken or not taken by the Collateral Agent or any other Secured Party in accordance with the terms of the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) shall constitute, or be deemed to constitute, a waiver by the Collateral Agent or any other Secured Party of any rights such Person has with respect to any Grantor under any Loan Document and except as specified herein, nothing contained in the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) shall be deemed to modify any of the provisions of this IP Security Agreement and

the other Loan Documents, which, as among the other Grantors, the Collateral Agent and the other Secured Parties, shall remain in full force and effect.

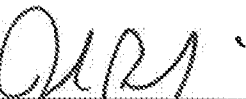
[SIGNATURE PAGES FOLLOW]

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.

FAIRBANKS MORSE, LLC,
a North Carolina limited liability company,
as a Grantor


By: 
Name: Jared Barefield
Title: Secretary

WARD LEONARD CT LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Jared Barefield
Title: Secretary

[Signature Page to Second Lien IP Security Agreement]

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: Brian Bucys
Title: Managing Director

**SCHEDULE A
TO THE IP SECURITY AGREEMENT**

**Schedule A
Patents**

#	Title	Filing/Issue Date	Appl./Patent No.	Status	Owner/Comments
1.	BILATERAL ENGINE CONTROL SYSTEM	2016-05-17 / 2018-12-25	15/157,100 / 10,161,307	Patented	Fairbanks Morse, LLC
2.	BILATERAL ENGINE CONTROL SYSTEM	2018-11-29 / 2019-10-01	16/203,848 / 10,428,730	Patented	Fairbanks Morse, LLC
3.	FUEL INJECTOR MOUNTING SYSTEM FOR MOUNTING AN INJECTOR TO AN ENGINE CYLINDER LINER	2016-05-10 / 2018-01-09	15/151,244 / 9,863,384	Patented	Fairbanks Morse, LLC
4.	FUEL INJECTOR MOUNTING SYSTEM FOR MOUNTING AN INJECTOR TO AN ENGINE CYLINDER LINER	2017-12-18 / 2019-10-01	15/845,437 / 10,428,780	Patented	Fairbanks Morse, LLC
5.	FLUID CONDUIT ASSEMBLY FOR CONNECTING ORTHOGONALLY ORIENTED FLUID CONNECTIONS	2016-04-13 / 2019-03-26	15/098,192 / 10,240,555	Patented	Fairbanks Morse, LLC
6.	OPPOSED PISTON ENGINE CYLINDER WITH CARBON SCRAPER	2016-08-15 / 2019-01-29	15/237,043 / 10,190,528	Patented	Fairbanks Morse, LLC
7.	SOLENOID-DRIVEN AUTOMATIC TRANSFER SWITCH	2016-05-17 / 2015-9-22	13/768,401 / 9,142,365	Patented	Ward Leonard CT LLC
8.	SOLENOID-DRIVEN AUTOMATIC TRANSFER SWITCH	2018-11-29 / 2014-9-9	13/768,464 / 8,830,018	Patented	Ward Leonard CT LLC

**SCHEDULE B
TO THE IP SECURITY AGREEMENT**

**Schedule B
Trademarks**

#	Trademark	Application Date	Application No.	Registration Date	Registration No.	Status	Owner
1.	FAIRBANKS MORSE	Oct 31, 2016	87221731	May 22, 2018	5472612	Registered	Fairbanks Morse, LLC
2.	TRIDENT OP	Aug 8, 2016	87131063	May 1, 2018	5459737	Registered	Fairbanks Morse, LLC
3.	ENVIRO DESIGN	Oct 13, 1992	74322359	May 30, 1995	1896777	Registered	Fairbanks Morse, LLC
4.	FAIRBANKS MORSE	May 27, 1983	73427861	Sep 25, 1984	1297387	Registered	Fairbanks Morse, LLC
5.	ALCO	Mar 28, 1952	71627164	Apr 14, 1953	0573224	Registered	Fairbanks Morse, LLC
6.	WARD LEONARD*	Dec. 23, 2004	76625477	Jul 11, 2006	3113501	Registered	Ward Leonard CT LLC
7.	WARD LEONARD	Feb. 26, 2001	76215685	Oct 22, 2002	2640745	Registered	Ward Leonard CT LLC
8.	WARD LEONARD*	Dec. 23, 2004	76625476	Jul 11, 2006	3113500	Registered	Ward Leonard CT LLC
9.	WARD LEONARD	Oct. 09, 1979	73234280	May 05, 1981	1153030	Registered	Ward Leonard CT LLC
10.	WARD LEONARD*	Dec. 23, 2004	76625475	Jul 11, 2006	3113499	Registered	Ward Leonard CT LLC
11.	THE POWER OF UPTIME	Oct. 07, 2019	88644100	Nov 24, 2020	6207094	Registered	Ward Leonard CT LLC
12.	THE POWER OF UPTIME	Oct. 07, 2019	88644097	Nov 24, 2020	6207092	Registered	Ward Leonard CT LLC

**SCHEDULE B
TO THE IP SECURITY AGREEMENT**

#	Trademark	Application Date	Application No.	Registration Date	Registration No.	Status	Owner
13.	THE POWER OF UPTIME	Oct. 07, 2019	88644099	Nov 24, 2020	6207093	Registered	Ward Leonard CT LLC
14.	THE POWER OF UPTIME	Jun 06, 2017	88644094	n/a	n/a	Pending	Ward Leonard CT LLC
15.	THE POWER OF UPTIME	Jun 01, 2017	88644096	n/a	n/a	Pending	Ward Leonard CT LLC

**SCHEDULE C
TO THE IP SECURITY AGREEMENT**

**Schedule C
Copyrights**

#	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Claimant</u>
	Colt-Pielstick PC-2 series diesels for marine service [sales bull., file no. 3034C] : a.k.a. Colt-pielstick PC-2 series diesels for marine service : [sales bull., file no. 3034C], f.k.a. Colt-pielstick PC-2 series diesels for marine service : (sales bull., file 3034C)	TX0000705278	1981-06-04	Fairbanks Morse, LLC
	Colt-Pielstick PC-2 series diesels for power generation : medium speed, high horsepower, proven compact design, 12 to 18 cylinders	TX0000639031	1981-01-22	Fairbanks Morse, LLC
	Colt-Pielstick type PC-2.3 V diesel engines, instructions type PC-2.3V dual fuel	TX0001393078	1984-07-23	Fairbanks Morse, LLC
	Colt-Pielstick type PC-2.3V diesel engines, instructions type PC-2.3V diesel engines	TX0001393080	1984-07-23	Fairbanks Morse, LLC
	Colt-Pielstick type PC-2.5V diesel engines instructions type PC-2.5V diesel : a.k.a. Fairbanks Morse and colt-pielstick diesel and gas engines	TX0000625890	1981-01-21	Fairbanks Morse, LLC
	Colt-Pielstick type PC-2V diesel engines, instructions type PC-2V diesel marine.	TX0001393079	1984-07-23	Fairbanks Morse, LLC
	Colt-Pielstick type PC-2V diesel engines, instructions type PC-2V diesel	TX0001393081	1984-07-23	Fairbanks Morse, LLC
	Engine description, Colt-Pielstick PC2.5 diesel engines : [file no. 3076] : a.k.a. Colt-Pielstick PC2.5 diesel engine description: (file 3076), f.k.a. Engine description, Colt-Pielstick PC2.5 diesel engines : [file no. 3076]	TX0000705279	1981-06-04	Fairbanks Morse, LLC

**SCHEDULE C
TO THE IP SECURITY AGREEMENT**

#	Title	Registration No.	Registration Date	Claimant
	Engine diagnostic program and instructions	TX00003375008	1992-08-27	Fairbanks Morse, LLC
	Fairbanks morse ignition generator : 9000RT : a.k.a. Ignition generator : 9000RT, f.k.a. Fairbanks morse ignition generator : 9000RT	TX00002216607	1987-11-05	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines : instructions P3800F5 1/4, model 38F5 1/4	TX00001515312	1984-11-29	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines instructions 3800D8 1/8 model 38D8 1/8 diesel stationary : a.k.a. Fairbanks morse and colt-pielstick diesel and gas engines	TX00000625886	1981-01-21	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines instructions 3800D8 1/8 model 38DD8 1/8 dual fuel : a.k.a. Fairbanks morse and colt-pielstick diesel and gas engines	TX00000625887.	1981-01-21	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines instructions 3800D8 1/8 model 38DS8 1/8 spark ignition : a.k.a. Fairbanks morse and colt-pielstick diesel and gas engines	TX00000625892	1981-01-21	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines instructions 3800TD8 1/8 model 38TD8 1/8 diesel stationary : a.k.a. Fairbank morse and colt-pielstick diesel and gas engines	TX00000625885	1981-01-21	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines instructions 3800TD8 1/8 model 38TDD8 1/8 dual fuel : a.k.a. Fairbanks morse and colt-pielstick diesel and gas engines	TX00000625888	1981-01-21	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines instructions 3800TD8 1/8 model 38TD8 1/8 diesel marine : a.k.a. Fairbanks morse and colt-pielstick diesel and gas engines	TX00000625889	1981-01-21	Fairbanks Morse, LLC
	Fairbanks morse opposed piston engines instructions 3800TDS8-1/8 model 38TDS8-1/8 spark ignition	TX00001393082	1984-07-23	Fairbanks Morse, LLC

**SCHEDULE C
TO THE IP SECURITY AGREEMENT**

#	Title	Registration No.	Registration Date	Claimant
	Fairbanks morse opposed piston engines instructions 3800D8-1/8 model 38D8 1/8 diesel marine : a.k.a. Fairbanks morse and colt-pielstick diesel and gas engines	TX0000625891	1981-01-21	Fairbanks Morse, LLC
	From the makers of Fairbanks morse engines--the world's most experienced marine diesel, Colt-Pielstick	TX0000639032	1981-01-22	Fairbanks Morse, LLC
	TA-7 fuel control system technical drawings : vol. 1 : a.k.a. TA-7 fuel control system technical drawings : vol. 1	VAu000338209	1996-05-09	Fairbanks Morse, LLC
	TA-7 fuel control system technical drawings : vol. 2 : a.k.a. TA-7 fuel control system technical drawings : vol. 2.	VAu000338210	1996-05-09	Fairbanks Morse, LLC
	TA-7 fuel control system technical drawings : vol. 4 : a.k.a. TA-7 fuel control system technical drawings: vol. 4	VAu000338211	1996-05-09	Fairbanks Morse, LLC
	TA-7 fuel control system technical drawings: vol. 3 : a.k.a. TA-7 fuel control system technical drawings : vol. 3.	VAu000338212	1996-05-09	Fairbanks Morse, LLC