

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661715

<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>
Dwyer Instruments, Inc.		07/21/2021	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1154708	LOVE	
<b>Registration Number:</b>	0918881	CAPSUHELIC	
<b>Registration Number:</b>	2140817	CAPSU-PHOTOHELIC	
<b>Registration Number:</b>	2698475	DIGIHELIC	
<b>Registration Number:</b>	3759406	DIGIMAG	
<b>Registration Number:</b>	0979346	DUOTECT	
<b>Registration Number:</b>	0883752	DURABLOCK	
<b>Registration Number:</b>	6263994	DWYER	
<b>Registration Number:</b>	0946287	DWYER	
<b>Registration Number:</b>	0942339	DWYER	
<b>Registration Number:</b>	0913270	FLEX-TUBE	
<b>Registration Number:</b>	0649248	FLOTECT	
<b>Registration Number:</b>	1148231	ISO VERTER	
<b>Registration Number:</b>	0707194	LIN-E-AIRE	
<b>Registration Number:</b>	2610183		
<b>Registration Number:</b>	3397050		
<b>Registration Number:</b>	1689997	MAGNEHELIC	
<b>Registration Number:</b>	0694229	MAGNEHELIC	
<b>Registration Number:</b>	3077208	MAGNESENSE	

CH \$1115.00 1154708

Property Type	Number	Word Mark
Registration Number:	0772796	
Registration Number:	0754531	
Registration Number:	0614800	MERCOID
Registration Number:	0156669	MERCOID
Registration Number:	0850106	MERCOID CONTROL
Registration Number:	2517226	MINIHELIC
Registration Number:	0891567	MINI-MASTER
Registration Number:	2864650	MINI-PHOTOHELIC
Registration Number:	4577739	MOBILE METER
Registration Number:	3427464	ONE-TOUCH
Registration Number:	2219577	OPTITROL
Registration Number:	0844065	PHOTOHELIC
Registration Number:	0639636	PRECISOR
Registration Number:	2106971	PROXIMITY
Registration Number:	2164700	QUICK-VIEW
Registration Number:	0860995	RATE-MASTER
Registration Number:	1894955	SAFE-T-OHM
Registration Number:	0921923	SLACK TUBE
Registration Number:	5210397	SMART AIR HOOD
Registration Number:	1135027	SPIRAHELIC
Registration Number:	6230075	STABILISENSE
Registration Number:	3692072	VISI-FLOAT
Registration Number:	2029417	W.E. ANDERSON
Serial Number:	88918472	FLEXISENSE
Serial Number:	88918407	ISOSENSE

**CORRESPONDENCE DATA**

**Fax Number:** 6175269899  
*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:** 617.526.9839  
**Email:** ypan@proskauer.com  
**Correspondent Name:** Rachael Walker  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110-2600

<b>ATTORNEY DOCKET NUMBER:</b>	25278-047
<b>NAME OF SUBMITTER:</b>	Rachael Walker
<b>SIGNATURE:</b>	/Rachael Walker/

<b>DATE SIGNED:</b>	07/21/2021
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**Total Attachments: 9**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of July 21, 2021, is made by Dwyer Instruments, Inc., an Indiana corporation (the “**Grantor**”), in favor of Antares Capital LP, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of July 21, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1.01 Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 1.02 Grant of Security. As security for the payment (howsoever created arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due) or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 1.03 Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 1.04 Execution in Counterparts. This Trademark 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 counterpart of this Agreement by PDF, facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 1.05 Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The 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 Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

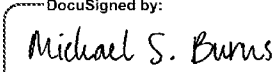
Section 1.06 Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 1.07 Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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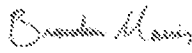
IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

DWYER INSTRUMENTS, INC.

By:  DocuSigned by:  
Name: Michael S. Burns  
Title: Secretary

Accepted and Agreed:

**ANTARES CAPITAL LP**, as Collateral Agent

By:   
Name: Brandon Morris  
Title: Duly Authorized Signatory



SCHEDULE A

Loan Party	Mark	International Class(es)	Application No.	Application Filing Date	Registration No.	Registration Date
Dwyer Instruments, Inc.	FLEXISENSE	9	88918472	5/15/2020	N/A	N/A
Dwyer Instruments, Inc.	ISOSENSE	9	88918407	5/15/2020	N/A	N/A
Dwyer Instruments, Inc.	LOVE <sup>1</sup>	9, 20	73213263	4/27/1979	1154708	5/19/1981
Dwyer Instruments, Inc.	CAPSUHELIC	26	72379549	12/28/1970	0918881	8/24/1971
Dwyer Instruments, Inc.	CAPSU-PHOTOHELIC	9	75253145	3/6/1997	2140817	3/3/1998
Dwyer Instruments, Inc.	DIGIHELIC	9	76222274	3/9/2001	2698475	3/18/2003
Dwyer Instruments, Inc.	DIGIMAG	9	78830053	3/6/2006	3759406	3/9/2010
Dwyer Instruments, Inc.	DUOTECT	21	72440639	11/8/1972	0979346	2/26/1974
Dwyer Instruments, Inc.	DURABLOCK	26	72322219	3/20/1969	0883752	1/6/1970
Dwyer Instruments, Inc.	DWYER	6, 7, 8	88731524	12/18/2019	6263994	2/9/2021
Dwyer Instruments, Inc.	DWYER	26	72362958	6/18/1970	0946287	10/31/1972
Dwyer Instruments, Inc.	DWYER (DESIGN) 	26	72369415	8/31/1970	0942339	9/5/1972
Dwyer Instruments, Inc.	FLEX-TUBE	26	72372683	10/7/1970	0913270	6/8/1971
Dwyer Instruments, Inc.	FLOTECT	21	72016655	10/1/1956	0649248	7/30/1957

<sup>1</sup> This trademark is currently expired, but it is in the grace period and will be renewed.

Loan Party	Mark	International Class(es)	Application No.	Application Filing Date	Registration No.	Registration Date
Dwyer Instruments, Inc.	ISO VERTER	9	73209946	4/2/1979	1148231	3/10/1981
Dwyer Instruments, Inc.	LIN-E-AIRE	26	72093562	3/23/1960	0707194	11/15/1960
Dwyer Instruments, Inc.	(LOVE HEART DESIGN)	9	75780660	8/18/1999	2610183	8/20/2002
Dwyer Instruments, Inc.	(LENS DESIGN)	9	77039625	11/8/2006	3397050	3/18/2008
Dwyer Instruments, Inc.	MAGNEHELIC	9	74191899	8/5/1991	1689997	6/2/1992
Dwyer Instruments, Inc.	MAGNEHELIC	26	72078440	7/27/1959	0694229	3/8/1960
Dwyer Instruments, Inc.	MAGNESENSE	9	76596942	6/14/2004	3077208	4/4/2006
Dwyer Instruments, Inc.	(MERCROID MONOGRAM DESIGN)	26	72161352	1/24/1963	0772796	7/7/1964

Loan Party	Mark	International Class(es)	Application No.	Application Filing Date	Registration No.	Registration Date
Dwyer Instruments, Inc.	(MERCROID MONOGRAM  DESIGN)	21	72161351	1/24/1963	0754531	8/13/1963
Dwyer Instruments, Inc.	MERCROID <b>MERCROID</b>	26	71670209	7/19/1954	0614800	10/25/1955
Dwyer Instruments, Inc.	MERCROID	21	71158421	1/25/1922	0156669	7/11/1922
Dwyer Instruments, Inc.	MERCROID CONTROL	9	72245732	05/16/1966	0850106	6/4/1968
Dwyer Instruments, Inc.	MINIHELIC	9	76216572	2/26/2001	2517226	12/11/2001
Dwyer Instruments, Inc.	MINI-MASTER	26	72338966	9/26/1969	0891567	5/26/1970
Dwyer Instruments, Inc.	MINI-PHOTOHELIC	9	76535045	7/21/2003	2864650	7/20/2004
Dwyer Instruments, Inc.	MOBILE METER	9	85948768	6/3/2013	4577739	7/29/2014
Dwyer Instruments, Inc.	ONE-TOUCH	9	77033254	10/31/2006	3427464	5/13/2008
Dwyer Instruments, Inc.	OPTITROL	9	75262340	3/21/1997	2219577	1/19/1999
Dwyer Instruments, Inc.	PHOTOHELIC	26	72266148	3/7/1967	0844065	2/13/1968
Dwyer Instruments, Inc.	PRECISOR	26	72005468	3/29/1956	639636	1/8/1957

Loan Party	Mark	International Classes(s)	Application No.	Application Filing Date	Registration No.	Registration Date
Dwyer Instruments, Inc.	PROXIMITY (DESIGN) 	9	75173822	9/30/1996	2106971	10/21/1997
Dwyer Instruments, Inc.	QUICK-VIEW	9	75207733	12/4/1996	2164700	6/9/1998
Dwyer Instruments, Inc.	RATE-MASTER	26	72289666	1/29/1968	0860995	11/26/1968
Dwyer Instruments, Inc.	SAFE-T-OHM	9	74519425	4/25/1994	1894955	5/23/1995
Dwyer Instruments, Inc.	SLACK TUBE	26	72371155	9/21/1970	0921923	10/12/1971
Dwyer Instruments, Inc.	SMART AIR HOOD	9	86918462	2/24/2016	5210397	5/23/2017
Dwyer Instruments, Inc.	SPIRAHELIC	9	73190600	10/25/1978	1135027	5/13/1980
Dwyer Instruments, Inc.	STABILISENSE	9	88858963	4/3/2020	6230075	12/22/2020
Dwyer Instruments, Inc.	VISI-FLOAT	9	77692993	3/17/2009	3692072	10/6/2009
Dwyer Instruments, Inc.	W.E. ANDERSON (DESIGN) 	9	74275696	5/15/1992	2029417	1/14/1997

TRADEMARK

REEL: 007361 FRAME: 0659

RECORDED: 07/21/2021