

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
In-Place Machining Company, LLC		10/21/2021	Limited Liability Company: DELAWARE
OASIS Alignment Services, LLC		10/21/2021	Limited Liability Company: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A., as Administrative Agent
Street Address:	111 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2617354	IN-PLACE MACHINING COMPANY
Registration Number:	2668133	IN-PLACE MACHINING COMPANY
Registration Number:	2512657	
Registration Number:	1991887	MASTERSTITCH
Registration Number:	1295287	METALSTITCH
Registration Number:	2617355	METALSTITCH
Registration Number:	1991886	STITCHSCREW
Registration Number:	5779276	EXACT METROLOGY
Registration Number:	5779275	EXACT METROLOGY
Registration Number:	2658411	OASIS
Registration Number:	3593573	OASIS ALIGNMENT SERVICES

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: 212.940.6562

Email: joanne.arnold@katten.com

TRADEMARK

Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne BL Arnold/

DATE SIGNED: 10/21/2021

Total Attachments: 7

source=15. IPM - First Lien - IPSA - Trademark Security Agreement EXECUTED_(80995448_2)#page1.tif

source=15. IPM - First Lien - IPSA - Trademark Security Agreement EXECUTED_(80995448_2)#page2.tif

source=15. IPM - First Lien - IPSA - Trademark Security Agreement EXECUTED_(80995448_2)#page3.tif

source=15. IPM - First Lien - IPSA - Trademark Security Agreement EXECUTED_(80995448_2)#page4.tif

source=15. IPM - First Lien - IPSA - Trademark Security Agreement EXECUTED_(80995448_2)#page5.tif

source=15. IPM - First Lien - IPSA - Trademark Security Agreement EXECUTED_(80995448_2)#page6.tif

source=15. IPM - First Lien - IPSA - Trademark Security Agreement EXECUTED_(80995448_2)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this October 21, 2021, by and among In-Place Machining Company, LLC, a Delaware limited liability company (“In-Place”), OASIS Alignment Services, LLC, a New Hampshire limited liability company (“Oasis”, together with In-Place, each a “Grantor”, and collectively, the “Grantors”), and BMO Harris Bank N.A., as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 21, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among IPM Holdings, LLC, a Delaware limited liability company (“Holdings”), In-Place, as the Borrower, Oasis, as a Guarantor, the other Guarantors from time to time party thereto (and together with Holdings, In-Place and Oasis, collectively, the “Loan Parties”), the Agent and the Lenders from time to time party thereto (the “Lenders”), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of October 21, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving such Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of such Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together,

shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

IN-PLACE MACHINING COMPANY, LLC,
a Delaware limited liability company

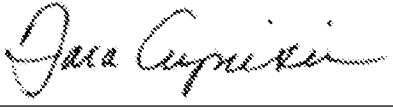
By: 
Name: Dean Flint
Title: Chief Executive Officer

OASIS ALIGNMENT SERVICES, LLC,
a New Hampshire limited liability company

By: 
Name: Dean Flint
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.


By: 

Name: Tara Cuprisin
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

ORIGIN	TRADEMARK	SERIAL NO.	DATE FILED	REGISTRATION NO.	REGISTRATION DATE
U.S.	IN-PLACE MACHINING COMPANY	76/227,569	3/20/01	2,617,354	9/10/02
U.S.	IN-PLACE MACHINING COMPANY & Design 	76/227,570	3/20/01	2,668,133	12/31/02
U.S.	Design Only 	76/227,571	3/20/01	2,512,657	11/27/01
U.S.	MASTERSTITCH	74/558,856	8/9/94	1,991,887	8/6/96
U.S.	METALSTITCH	73/385,647	9/15/82	1,295,287	9/11/84
U.S.	METALSTITCH & Design 	76/227,572	3/20/01	2,617,355	9/10/02
U.S.	STITCHSCREW	74/558,855	8/9/94	1,991,886	8/6/96
US	EXACT METROLOGY & Design 	88083318	8/17/18	5,779,276	6/18/19
US	Exact Metrology	88083296	8/17/18	5,779,275	6/18/19
US		76263945	5/30/01	2,658,411	12/10/02

ORIGIN	TRADEMARK	SERIAL NO.	DATE FILED	REGISTRATION NO.	REGISTRATION DATE
US	 The logo for OASIS ALIGNMENT SERVICES features the word "OASIS" in a large, bold, serif font. The letter "O" is stylized with a crosshair symbol inside it. Below "OASIS" is the text "ALIGNMENT SERVICES" in a smaller, all-caps, sans-serif font.	76688386	4/7/08	3,593,573	3/24/09