

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graham Engineering Company, LLC		05/13/2022	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 SOUTH DEARBORN, FLOOR 12		
Internal Address:	MAIL CODE IL1-1190		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5937408	AUTOGRIP	
Registration Number:	5224758	NAVIGATOR	
Registration Number:	5212684	STEWARD BARRIER	
Registration Number:	5198999	AKCESS	
Registration Number:	5181654	AKCENT	
Registration Number:	5181532	GEC	
Registration Number:	4859704	CUSTOMEXTRUDICATION	
Registration Number:	4890606	REVOLUTION MVP	
Registration Number:	4052046	G	
Registration Number:	4052045	GRAHAM ENGINEERING	
Registration Number:	2830095	XBM NAVIGATOR	
Registration Number:	2963516	HERCULES	
Registration Number:	2900488	EVOLUTION	
Registration Number:	2965646	WORLD STANDARD	
Registration Number:	1318930	POLYSIDE	
Registration Number:	1021899	AUTO-FLEX	
Registration Number:	0711818	DOLE	
Registration Number:	0883318	WELEX	
		TRADEMARK	

CORRESPONDENCE DATA**Fax Number:** 2165790212*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:** 216-586-3939**Email:** katharineharper@jonesday.com, pcyngier@jonesday.com**Correspondent Name:** KATHARINE A. HARPER/JONES DAY**Address Line 1:** 901 LAKESIDE AVENUE**Address Line 4:** CLEVELAND, OHIO 44114**ATTORNEY DOCKET NUMBER:** 080461-000037**NAME OF SUBMITTER:** KATHARINE A. HARPER**SIGNATURE:** /KATHARINE A. HARPER/**DATE SIGNED:** 05/16/2022**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 13, 2022 (this "Trademark Security Agreement"), by and among each grantor listed on Schedule 1 hereto (collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A. (the "Lender"), pursuant to that certain Credit Agreement, dated as of May 13, 2022 (as hereafter amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Graham Engineering Company, LLC, a Pennsylvania limited liability company, Automation Technology LLC, a Delaware limited liability company, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Lender.

W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Pledge and Security Agreement dated as of May 13, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, to induce the Lender to enter into the Credit Agreement, the Grantors hereby agree with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender, on behalf of the Secured Parties, a security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 2 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Grantor of a security interest therein would result in loss by such Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender 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. 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 4. Termination. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been paid in full (as defined in the Credit Agreement).

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

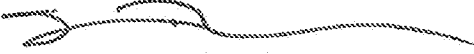
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Lender have executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

GRAHAM ENGINEERING COMPANY, LLC

By: 

Name: Shawn Rauchut

Title: Vice President of Finance

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Grantors and the Lender have executed this Trademark Security Agreement as of the date first above written.

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Kjefer Hotek

Title: Authorized Officer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT



GRANTORS

NAME	ADDRESS
Graham Engineering Company, LLC	1203 Eden Road, York, Pennsylvania 17402

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Registration Number	Jurisdiction	Grantor
AUTOGRIP	5937408	United States	Graham Engineering Company, LLC
NAVIGATOR	5224758	United States	Graham Engineering Company, LLC
STEWARDS BARRIER	5212684	United States	Graham Engineering Company, LLC
AKcess	5198999	United States	Graham Engineering Company, LLC
AKcent	5181654	United States	Graham Engineering Company, LLC
GEC	5181532	United States	Graham Engineering Company, LLC
CUSTOMEXTRUDIC ATION	4859704	United States	Graham Engineering Company, LLC
REVOLUTION MVP	4890606	United States	Graham Engineering Company, LLC
G 	4052046	United States	Graham Engineering Company, LLC
GRAHAM ENGINEERING	4052045	United States	Graham Engineering Company, LLC
XBM NAVIGATOR 	2830095	United States	Graham Engineering Company, LLC
HERCULES	2963516	United States	Graham Engineering Company, LLC
EVOLUTION	2900488	United States	Graham Engineering Company, LLC
WORLD STANDARD	2965646	United States	Graham Engineering Company, LLC
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