

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Ultrasonics International Pty Ltd		08/22/2022	Limited Liability Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Progress Rail Services Inc.		
Street Address:	1600 Progress Drive		
City:	Albertville		
State/Country:	ALABAMA		
Postal Code:	35950		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2367078	APPLIED ULTRASONICS	
Registration Number:	2371707	APPLIED ULTRASONICS	
Registration Number:	2412927	ESONIX	
Registration Number:	2369391	ESONIX	
Registration Number:	2371690	ESONIX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	22711968		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	08/29/2022		

CH \$140.00 2367078

Total Attachments: 4

source=Project Umpire - Trademark Security Agreement [Executed]#page1.tif

source=Project Umpire - Trademark Security Agreement [Executed]#page2.tif

source=Project Umpire - Trademark Security Agreement [Executed]#page3.tif

source=Project Umpire - Trademark Security Agreement [Executed]#page4.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2022 (this “Trademark Security Agreement”), is between Applied Ultrasonics International Pty Ltd, a New South Wales Australia limited liability company (the “Grantor”), and Progress Rail Services Inc., a Delaware corporation (the “Secured Party”).

WHEREAS, the Grantor has entered into a Security Agreement, dated as August 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in certain collateral, to secure the payment, performance and observance of the Secured Obligations.

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

1. Grant of Security Interest. To secure the prompt and complete repayment and performance of the obligations under the Security Agreement, the Grantor hereby grants to the Secured Party, a security interest in all of Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”): (a) all of its Trademarks (as defined in the Security Agreement) including, without limitation, those referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

2. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Trademark Collateral are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein.

3. Counterparts. This Trademark Security Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Trademark Security Agreement.

4. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Immediately Follows]

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

SECURED PARTY:

PROGRESS RAIL SERVICES INC.

DocuSigned by:
By: Guylando Moreno
Name: Guylando Moreno
Title: VP Corporate Services

GRANTOR:

APPLIED ULTRASONICS INTERNATIONAL PTY LTD

By: _____
Name: Peter J. Simons
Title: Director

MPF

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

SECURED PARTY:

PROGRESS RAIL SERVICES INC.

By: _____
Name: Guylando Moreno
Title: VP Corporate Services

GRANTOR:

APPLIED ULTRASONICS INTERNATIONAL PTY LTD

By: Peter J. Simons
Name: Peter J. Simons
Title: Director

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademarks

Patent Application Title	Class	Country	Status	Registration #	Application #	Renewal Date	Registration Date
APPLIED ULTRASONICS	40	US	Registered	2367078	75/545,736	2020-09-12	2000-07-11
APPLIED ULTRASONICS	42	US	Registered	2371707	75/575,733	2020-08-25	200-07-25
ESONIX	09	US	Registered	2412927	75/562,673	2021-03-11	200-12-20
ESONIX	42	US	Registered	2369391	75/562,663	2020-09-14	200-07-18
ESONIX	40	US	Registered	2371690	75/562,658	2020-08-25	200-07-25
UIT	40	China	Registered	9126712	9126712	2012-02-28 ¹	2012-02-28
UIT	09, 40	EU	Registered	9726381	009726381	2021-07-04 ²	2011-07-14
ULTRASONIC IMPACT TREATMENT	09, 40	JP	Registered	5463388	2011-008863	2022-07-13 ³	2012-01-13

¹ Date for renewal. Not currently renewed, but able to file for extension.

² Trademark renewed

³ Application for renewal registration of extension of term of trademark right