TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM771133

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kuecker Pulse Integration, L.P.		11/30/2022	Limited Partnership: DELAWARE
Wepco, LLC		11/30/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Collateral Agent	
Street Address:	20 Cabot Road	
City:	Medford	
State/Country:	MASSACHUSETTS	
Postal Code:	02155	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark		
Serial Number:	97563565	COMMONWEALTH SUPPLY CHAIN ADVISORS		
Serial Number:	97333786	SIMCON		
Serial Number:	97330330	PRECISION DISTRIBUTION CONSULTING		
Serial Number:	97314520	KPI INTEGRATED SOLUTIONS		
Serial Number:	97314529	KPI INTEGRATED SOLUTIONS		
Registration Number:	6286027			

CORRESPONDENCE DATA

Fax Number: 6179799301

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: 6179799376

Email: christine.slattery@whitecase.com Christine Slattery, Sr. Legal Assistant **Correspondent Name:**

Address Line 1: 75 State Street Address Line 2: White & Case LLP

Boston, MASSACHUSETTS 02109 Address Line 4:

ATTORNEY DOCKET NUMBER: 1550208-0012

> TRADEMARK REEL: 007906 FRAME: 0414

900735239

NAME OF SUBMITTER:	Christine Slattery			
SIGNATURE: /Christine Slattery/				
DATE SIGNED: 12/01/2022				
Total Attachments: 5				
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this "Trademark Security Agreement"), dated as of November 30, 2022, is made by Kuecker Pulse Integration, L.P., a Delaware limited partnership, and Wepco, LLC, a Delaware limited liability company (individually, a "Grantor," and collectively, the "Grantors"), in favor of CITIZENS BANK N.A., as the Collateral Agent for the Secured Parties.

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantors and the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each 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 such 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, each Grantor agrees as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A 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 "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, 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 to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, 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 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts.

(a) This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which when so executed shall be deemed to be an original and all

TRADEMARK REEL: 007906 FRAME: 0416 of which when taken together shall constitute one and the same instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement. This Trademark Security Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

- (b) Each party hereto represents and warrants to the other parties hereto that it has the corporate capacity and authority to execute this Trademark Security Agreement through electronic means and there are no restrictions for doing so in such party's constitutive documents.
- SECTION 5. Security Agreement. This Trademark 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 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, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. 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 6. <u>Governing Law</u>. SECTION 11.15 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 7. 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.

[Signature Pages Follow.]

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

KUECKER PULSE INTEGRATION, L.P.,

a Delaware limited partnership

By: Wry Name: Larry Strayhorn

Title: President / CEO

WEPCO, LLC,

a Delaware limited liability company,

Name: Larry Strayhorr

Title: Authorized Person

[Signature Page to Trademark Security Agreement]

TRADEMARK REEL: 007906 FRAME: 0418 Accepted and Agreed:

CITIZENS BANK, N.A., as Collateral Agent

By:

Name: Christopher O'Brien Title: Vice President

SCHEDULE A

Trademarks, Trademark Applications and Trademark Licenses:

Owner	Mark	Country	Application No.	Application Date	Registration No.	Registration Date
Kuecker Pulse Integration, L.P.	COMMONWEALTH SUPPLY CHAIN ADVISORS	US	97563565	8/24/2022		
Kuecker Pulse Integration, L.P.	SIMCON	US	97333786	3/28/2022		
Kuecker Pulse Integration, L.P.	PRECISION DISTRIBUTION CONSULTING	US	97330330	3/25/2022		
Kuecker Pulse Integration, L.P.	KPI INTEGRATED SOLUTIONS	US	97314520	3/16/2022		
Kuecker Pulse Integration, L.P.	KPI INTEGRATED SOLUTIONS and Design	US	97314529	3/16/2022		
WEPCO, LLC ¹	Design Only	US	88794017	2/12/2020	6286027	3/9/2021

TRADEMARK REEL: 007906 FRAME: 0420

RECORDED: 12/01/2022

This trademark is no longer in use and the registration is being allowed to lapse. As such, the Lenders and Secured Parties have agreed that, notwithstanding anything to the contrary in the Credit Agreement or Security Agreement, neither the Borrower nor any Grantor will be required to file a conversion/name change certificate from WEPCO, Inc. (a Pennsylvania corporation) to WEPCO, LLC (a Delaware limited liability company).