

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUTHERN PARTS & ENGINEERING COMPANY, LLC		12/14/2022	Limited Liability Company: DELAWARE
WPS INDUSTRIES, INC.		12/14/2022	Corporation: DELAWARE
NATIONAL INSPECTION AND CONSULTANTS, LLC		12/14/2022	Limited Liability Company: FLORIDA
AMERIMEX MOTOR & CONTROLS, LLC		12/14/2022	Limited Liability Company: DELAWARE
INDUSTRIAL SERVICE SOLUTIONS, LLC		12/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CERBERUS BUSINESS FINANCE AGENCY, LLC, AS COLLATERAL AGENT		
Street Address:	875 THIRD AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4024253	COMPRESSORPARTS.COM	
Registration Number:	3000077	WPS	
Registration Number:	3000078		
Registration Number:	3339599	CROSBY	
Registration Number:	1231322	NIC	
Registration Number:	1239791	NIC	
Registration Number:	1219460	NIC	
Registration Number:	1239720	NIC	
Registration Number:	1239790	NIC	
Registration Number:	1244869	NIC	
Registration Number:	3601371	DOMINATOR	

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Property Type	Number	Word Mark
Registration Number:	3618432	ELIMINATOR
Registration Number:	3621807	AMERIMEX MOTOR & CONTROLS
Registration Number:	3629711	AMERIMEX POWER SYSTEMS
Registration Number:	6081372	ENFORCER
Registration Number:	6720071	SPECTARE
Serial Number:	90845755	INDUSTRIAL SERVICE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 6173417701
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: 617-341-7721
Email: michelle.bramwell@morganlewis.com
Correspondent Name: Michelle Bramwell
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Michelle Bramwell
SIGNATURE:	/Michelle Bramwell/
DATE SIGNED:	12/14/2022

Total Attachments: 5
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 14, 2022, by each of the undersigned (each, a "Grantor", and collectively, the "Grantors"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated December 14, 2022 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under any and all of the trademarks, service marks, logos, and other designations of source listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

SOUTHERN PARTS & ENGINEERING COMPANY, LLC, a Delaware limited liability company

WPS INDUSTRIES, INC., a Delaware corporation

NATIONAL INSPECTION AND CONSULTANTS, LLC, a Florida limited liability company






AMERIMEX MOTOR & CONTROLS, LLC, a Delaware limited liability company

INDUSTRIAL SERVICE SOLUTIONS, LLC, a Delaware limited liability company

DocuSigned by:
By: Jonathan Frank
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Name: Jonathan Frank
Title: Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<u>Current Owner</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Southern Parts & Engineering Company, LLC	United States	COMPRESSORPARTS.COM	4,024,253	4/7/2011	9/6/2011
WPS Industries, Inc.	United States	WPS	3,000,077	5/19/2004	9/27/2005
WPS Industries, Inc.	United States		3,000,078	5/19/2004	9/27/2005
WPS Industries, Inc.	United States		3,339,599	5/9/2006	11/20/2007
National Inspection and Consultants, LLC	United States	 (IC: 035)	1,231,322	1/4/1982	3/15/1983
National Inspection and Consultants, LLC	United States	 (IC: 041)	1,239,791	1/4/1982	5/24/1983
National Inspection and Consultants, LLC	United States	 (IC: 042)	1,219,460	1/4/1982	12/7/1982
National Inspection and Consultants, LLC	United States	NIC (IC: 035)	1,239,720	1/4/1982	5/24/1983
National Inspection and	United States	NIC (IC: 041)	1,239,790	1/4/1982	5/24/1983

Current Owner	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Consultants, LLC					
National Inspection and Consultants, LLC	United States	NIC (IC: 042)	1,244,869	1/4/1982	7/5/1983
Amerimex Motor & Controls, LLC	United States	DOMINATOR	3,601,371	4/9/2008	4/7/2009
Amerimex Motor & Controls, LLC	United States	ELIMINATOR	3,618,432	4/9/2008	5/12/2009
Amerimex Motor & Controls, LLC	United States	AMERIMEX MOTOR & CONTROLS	3,621,807	4/9/2008	5/19/2009
Amerimex Motor & Controls, LLC	United States	AMERIMEX POWER SYSTEMS	3,629,711	4/9/2008	6/2/2009
Amerimex Motor & Controls, LLC	United States	ENFORCER	6,081,372	4/19/2019	6/16/2020
Industrial Service Solutions, LLC	United States	SPECTARE	6,720,071	12/14/2020	5/3/2022
Industrial Service Solutions, LLC	United States	INDUSTRIAL SERVICE SOLUTIONS	App. No. 90/845,755	7/23/2021	NA