

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protempis (USA) LLC		03/29/2023	Limited Liability Company: DELAWARE
SECO Precision (USA) LLC		03/29/2023	Limited Liability Company: DELAWARE
Loadrite (USA) LLC		03/29/2023	Limited Liability Company: DELAWARE
Spectra Precision (USA) LLC		03/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as collateral agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2795069	SPECTRA PRECISION	
Registration Number:	3386378	SPECTRA PRECISION	
Registration Number:	2571677	BULLSEYE	
Registration Number:	918461	DIALGRADE	
Registration Number:	2201343	LIGHTNING	
Registration Number:	3837608	GOPHER POLE	
Registration Number:	3370154	SNAP-TITE	
Registration Number:	2581889	CRAIN	
Registration Number:	2629218	TRI-MAX	
Registration Number:	2597182	THUNDERBOLT	
Registration Number:	2013449	LOADRITE	
CORRESPONDENCE DATA			
Fax Number:	2125305219		

CH \$290.00 2795069

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: 212-530-5878
Email: dcip@milbank.com, jgarces@milbank.com
Correspondent Name: John Garces, Esq.
Address Line 1: 55 Hudson Yards
Address Line 2: Milbank, LLP
Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	43436.00004
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NAME OF SUBMITTER:	John Garces, Esq.
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SIGNATURE:	/John Garces/
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DATE SIGNED:	03/30/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of March 29, 2023, by the signatories hereto (collectively, the “Grantors”) in favor of CITIZENS BANK, N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of March 29, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

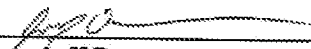
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

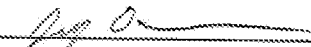
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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


LOADRITE (USA) LLC,
as Grantor

By: 
Name: Jeff Dawson
Title: Chief Financial Officer

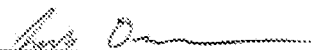
PROTEMPIS (USA) LLC,
as Grantor

By: 
Name: Jeff Dawson
Title: Chief Financial Officer

SECO PRECISION (USA) LLC,
as Grantor

By: 
Name: Jeff Dawson
Title: Chief Financial Officer

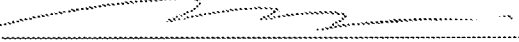
SPECTRA PRECISION (USA) LLC,
as Grantor

By: 
Name: Jeff Dawson
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
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CITIZENS BANK, N.A.,
as Collateral Agent

By: 
Name: Mehul Patel
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008025 FRAME: 0540

Schedule 1

UNITED STATES TRADEMARKS:

Country	Mark	Serial No.	Reg. No.	Owner	Action
File No.		Filing Date	Reg. Date		
USA	SPECTRA PRECISION	75390551 November 14, 1997	2795069 December 16, 2003	Spectra Precision (USA) LLC	Active
USA	SPECTRA PRECISION & Design	78665555 July 7, 2005	3386378 February 19, 2008	Spectra Precision (USA) LLC	Active
USA	BULLSEYE	78084470 September 19, 2001	2571677 May 21, 2002	Spectra Precision (USA) LLC	Active
USA	DIALGRADE	72344914 November 28, 1969	918461 August 17, 1971	Spectra Precision (USA) LLC	Active
USA	LIGHTNING	75355637 September 12, 1997	2201343 November 3, 1998	Spectra Precision (USA) LLC	Active
USA	GOPHER POLE	77916926 January 21, 2010	3837608 August 24, 2010	SECO Precision (USA) LLC	Active
USA	SNAP-TITE	78342663 December 18, 2003	3370154 January 15, 2008	SECO Precision (USA) LLC	Active

USA	CRAIN	76275711 June 21, 2001	2581889 June 18, 2002	SECO Precision (USA) LLC	Active
USA	TRI-MAX	76196900 January 19, 2001	2629218 October 1, 2002	SECO Precision (USA) LLC	Active
USA	Thunderbolt	76142597 October 10, 2000	2597182 June 23, 2002	Protempis (USA) LLC	Active
USA	Loadrite (word mark)	74724579 September 5, 1995	2013449 November 5, 1996	Loadrite (USA) LLC	Active; Renewal Date: November 5, 2026