

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empower Acquisition, LLC		08/10/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Oxer Mezzanine Fund III, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6030645	MANUFACTURING POWERED BY US	
Registration Number:	6030644	EM	
Registration Number:	6030643	EMPOWER MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:	6144625135		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215-7509		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	08/14/2023		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

August 10, 2023

WHEREAS, Empower Acquisition, LLC, an Ohio limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Note Purchase and Security Agreement, dated as of May 19, 2023 (as amended, restated, amended and restated, supplemented or as otherwise modified from time to time, the "Note Purchase Agreement"), by and among Grantor and OEM Manufacturing, LLC, an Ohio limited liability company, and Oxer Mezzanine Fund III, L.P., a Delaware limited partnership ("Oxer" or, the "Agent") and Salem Investment Partners Fund V, Limited Partnership, a North Carolina limited partnership ("Salem" and together with Oxer, each a "Grantee" and, collectively, the "Grantees"); and

WHEREAS, pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Agent, for the ratable benefit of each Grantee, a continuing security interest in or other Lien (as defined in the Note Purchase Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by Grantor, to secure the Obligations (as defined in the Note Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the ratable benefit of each Grantee, to secure the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each trademark owned by Grantor, including, without limitation, each trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such trademark;

(ii) any renewal of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;
and

(iv) all proceeds of any and all of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Note Purchase Agreement).

From and after an Event of Default (as defined in the Note Purchase Agreement) has occurred and during the continuance thereof, Grantor hereby irrevocably constitutes and appoints Agent, for the ratable benefit of each Grantee, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Agent's discretion, to take with respect to the Trademark

4860-2333-8319.4
4872-9067-4788.4
4862-4184-9188v2

Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Note Purchase Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Agent, for the ratable benefit of each Grantee, pursuant to the Note Purchase Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent and Grantees with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy, facsimile, emailed .pdf file, or similar form of electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

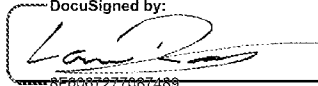
The Agent, the Grantor, OEM Manufacturing, LLC, an Ohio limited liability company, and S&T Bank, a Pennsylvania banking corporation (the "Senior Lender"), have entered into that certain Subordination Agreement dated as of May 19, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Subordination Agreement"). To the extent any provision of this Trademark Security Agreement conflicts with the Subordination Agreement, the Subordination Agreement shall control. If and to the extent the Senior Lender is in possession or control of the Trademark Collateral, the Senior Lender shall be deemed for all purposes to be holding such Trademark Collateral as the representative of and for the benefit of the Grantees in accordance with the terms of the Subordination Agreement. Until the Obligations are Paid in Full (as defined in the Note Purchase Agreement), any obligation of the Grantor hereunder to deliver possession of the Trademark Collateral to the Agent shall be satisfied to the extent such proceeds are delivered to the Senior Lender in accordance with the terms of the Senior Debt Documents (as defined in the Note Purchase Agreement).

[Signature Pages Follow]

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

EMPOWER ACQUISITION, LLC,
an Ohio limited liability company

DocuSigned by:



By: _____

Name: Lance Randolph

Title: Chief Executive Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Application Date</u>	<u>Jurisdiction</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Status</u>
MANUFACTURING POWERED BY US	March 15, 2019	US	April 7, 2020	6,030,645	Live
EM and Design	March 15, 2019	US	April 7, 2020	6,030,644	Live
EMPOWER MANUFACTURING	March 15, 2019	US	April 7, 2020	6,030,643	Live