

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851722

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cicoil, LLC		11/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Drive		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5702983	CICOIL	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	059703-0023		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	11/07/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

November 7, 2023

WHEREAS, the undersigned grantor (the "Grantor") owns one or more of the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alia*, TPC Engineering Holdings, Inc., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and NXT Capital, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of February 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by the Grantor and the other grantors party thereto in favor of the Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the "Grantee"), the Grantor has granted to the Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the 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 (provided, for the avoidance of doubt, that the Trademark Collateral shall not include any Excluded Property (as defined in the Collateral Agreement)):

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

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by the Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

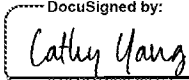
The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark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

[Signature Pages Follow]

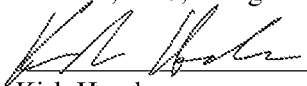
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR

CICOIL, LLC

By: 
Name: Cathy Yang
Title: Chief Financial Officer

ACKNOWLEDGED:
NXT CAPITAL, LLC, as Agent

By: 
Name: Kirk Hovde
Title: Director

**SCHEDULE 1
to**

Trademark Security Agreement

**TRADEMARKS, TRADEMARK REGISTRATIONS AND
TRADEMARK APPLICATIONS**

See attachment.

TRADEMARKS

Grantor	Country	Trademark	Status	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
CICOIL, LLC	U.S. Federal	CICOIL	Registered	88070913	5702983	08-AUG-2018	19-MAR-2019

TRADEMARK APPLICATIONS

None.