

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUMPHREY PRODUCTS COMPANY		11/17/2023	Corporation: MICHIGAN
South Haven Coil		11/17/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0846559	HUMPHREY	
Registration Number:	1293882	HUMPHREY	
Registration Number:	4818170	PROCONTROL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	954-991-5428		
Email:	aromanini@dickinson-wright.com		
Correspondent Name:	Allysa Romanini		
Address Line 1:	3883 Howard Hughes Parkway, Suite 800		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	7-7870		
NAME OF SUBMITTER:	Allysa Romanini		
SIGNATURE:	/Allysa Romanini/		
DATE SIGNED:	12/01/2023		
Total Attachments: 7			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of into as of November 17, 2023 by and among Humphrey Products Company, a Michigan corporation ("Borrower"), South Haven Coil, a Michigan corporation ("Loan Guarantor", and together with Borrower, each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., (the "Lender").

RECITALS

A. Borrower, Loan Guarantor (solely in its capacity as Loan Guarantor, as defined in the Credit Agreement) and the Lender have entered into an Amended and Restated Credit Agreement dated as of November 17, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Amended and Restated Security Agreement dated as of November 17, 2023 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Lender, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");
- (3) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; and

- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto and any patent issued pursuant to a patent application (items 3 through 4 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

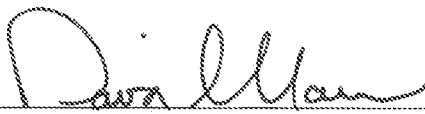
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

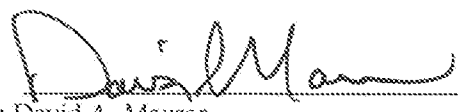
IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTORS:

HUMPHREY PRODUCTS COMPANY

By: 
Name: David A. Maurer
Title: Chief Financial Officer and President

SOUTH HAVEN COIL, INC.

By: 
Name: David A. Maurer
Title: Chief Financial Officer and President

Signature Page to Patent and Trademark Security Agreement (Humphrey Products Company)

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JPMORGAN CHASE BANK, N.A.,

By: 
Name: Michael P. Gutia
Title: Authorized Officer

Signature Page to Patent and Trademark Security Agreement (Humphrey Products Company)

TRADEMARK
REEL: 008275 FRAME: 0454

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS
N/A

TRADEMARKS

Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
Humphrey Products Company	HUMPHREY			846,559	03/26/1968
Humphrey Products Company	HUMPHREY			1,293,88 2	09/11/1984
Humphrey Products Company	PROCONTROL			4,818,17 0	09/22/2015

SCHEDULE 2

Patent Applications, Patents, and Patent Licenses

PATENT APPLICATIONS

Record Owner	Title	App. No.	App. Date	Patent Number	Issue Date
Humphrey Products Company	MODULAR VALVE ASSEMBLY	18/147,800	12/29/2022		
Humphrey Products Company	PIEZOELECTRIC VALVE ASSEMBLY	63/499,020	04/28/2023		

PATENTS

Record Owner	Title	App. No.	App. Date	Patent Number	Issue Date
Humphrey Products Company	IMPROVED VALVE ASSEMBLY			7,448,411	11/11/2008
Humphrey Products Company	ACTUATOR AND VALVE ASSEMBLY			8,528,597	09/10/2013
Humphrey Products Company	CAM ACTUATED VALVE ASSEMBLY WITH MANUAL AND ELECTRIC ACTIVATION			8,794,266	08/05/2014
Humphrey Products Company	OVER-MOLDED VALVE STEM AND METHOD OF MAKING A VALVE STEM FOR A VALVE ASSEMBLY			9,494,245	11/15/2016
Humphrey Products Company	METHOD OF MAKING A VALVE STEM FOR A VALVE ASSEMBLY			10,279,439	05/07/2019
Humphrey Products Company	VALVE STEM AND ASSEMBLY			10,228,072	03/12/2019
Humphrey Products Company	ACTUATOR ASSEMBLY			11,708,883	07/25/2023

Record Owner	Title	App. No.	App. Date	Patent Number	Issue Date
Humphrey Products Company	MODULAR VALVE ASSEMBLY			11,662,038	05/30/2023