

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM162714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Industries, Inc.		02/29/2024	Corporation: OHIO
Webster Action Equipment Company, Inc.		02/29/2024	Corporation: OHIO
RECEIVING PARTY DATA			
Company Name:	Fidelity Direct Lending LLC, as Administrative Agent		
Street Address:	233 South Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6695956	COMBO-BELT	
Registration Number:	2584705	COILWEB	
Registration Number:	7153248	ARMORMAX	
Registration Number:	7153249	ARMOR MAX WEBSTER	
Registration Number:	1780780	ENDURO-FLITE	
Registration Number:	2760658	WEBSTER	
Registration Number:	4322426	CHAIN WIZARD	
Registration Number:	731038	PORTALLOY	
Registration Number:	6809450	SUB-PAN FREE	
Registration Number:	4532941	VIBRA-DISCHARGER	
Registration Number:	3926278	MAG-SORT	
Registration Number:	1985583	TAPER-SLOT	
Registration Number:	3238060	DENSE-OUT	
Registration Number:	2950359	VIBRA-SNAP	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00.00 90622314

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	8282.012
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	Jaclyn Di Grande
DATE SIGNED:	02/29/2024

Total Attachments: 5
source=Webster - Trademark Security Agreement#page1.tif
source=Webster - Trademark Security Agreement#page2.tif
source=Webster - Trademark Security Agreement#page3.tif
source=Webster - Trademark Security Agreement#page4.tif
source=Webster - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of February 29, 2024, by **WEBSTER INDUSTRIES, INC.**, an Ohio corporation and **WEBSTER ACTION EQUIPMENT COMPANY, INC.**, an Ohio corporation (each a "Grantor" and collectively, the "Grantors"), in favor of **FIDELITY DIRECT LENDING LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

WITNESSETH:

WHEREAS, ENDURANCE PT TECHNOLOGY BUYER CORPORATION, a Delaware corporation ("Borrower"), ENDURANCE PT TECHNOLOGY MIDCO CORPORATION, a Delaware corporation ("Holdings"), Grantee and certain financial institutions from time to time party thereto are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantors in favor of Grantee, each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including, among other things, all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), in the United States Patent and Trademark Office (the "USPTO") and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to such Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by such Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement));

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security and Pledge Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of such Grantor provided for or created under any other Security Document, such Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property (excluding all Excluded Collateral (as defined in the Security and Pledge Agreement)) being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (GOVERNING LAW; SUBMISSION TO JURISDICTION), 12.11 (WAIVER OF JURY TRIAL), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

5. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

WEBSTER INDUSTRIES, INC., an Ohio corporation

By: Constantine P. Elefter
Name: Constantine Elefter
Title: Vice President, Secretary and Treasurer

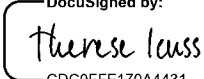
WEBSTER ACTION EQUIPMENT COMPANY, INC., an Ohio corporation

By: Constantine P. Elefter
Name: Constantine Elefter
Title: Vice President, Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

FIDELITY DIRECT LENDING LLC, as
Administrative Agent


DocuSigned by:

By: CDC0FFF170A4431
Name: Therese Icuss
Title: Treasurer

Schedule 1

Trademark Applications

None.

Trademarks

Title/Mark	Country	Registration Number	Registration Date	Grantor
COMBO-BELT	United States of America	6695956	4/05/22	Webster Industries, Inc.
COILWEB	United States of America	2584705	6/25/02	Webster Industries, Inc.
ARMORMAX	United States of America	7153248	9/05/23	Webster Industries, Inc.
ARMOR MAX and Design 	United States of America	7153249	9/05/23	Webster Industries, Inc.
ENDURO-FLITE	United States of America	1780780	7/06/93	Webster Industries, Inc.
WEBSTER	United States of America	2760658	9/09/03	Webster Industries, Inc.
CHAIN WIZARD	United States of America	4322426	4/16/13	Webster Industries, Inc.
PORTALLOY	United States of America	731038	5/08/62	Webster Industries, Inc.
SUB-PAN FREE	United States of America	6809450	8/02/22	Webster Action Equipment Company, Inc.
VIBRA-DISCHARGER	United States of America	4532941	5/20/14	Webster Action Equipment Company, Inc.
MAG-SORT	United States of America	3926278	3/01/11	Webster Action Equipment Company, Inc.
TAPER-SLOT	United States of America	1985583	7/09/96	Webster Action Equipment Company, Inc.
DENSE-OUT	United States of America	3238060	5/01/07	Webster Action Equipment Company, Inc.
VIBRA-SNAP	United States of America	2950359	5/10/05	Webster Action Equipment Company, Inc.