

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI125355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOHN HENRY FOSTER MINNESOTA, INC.		03/14/2024	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Company Name:	APOGEM CAPITAL LLC, AS AGENT		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	97851471	PTS PRODUCTS	
Serial Number:	98195166	REDEFINING THE POSSIBILITIES OF AUTOMATION	
Serial Number:	88725033	JOHN HENRY FOSTER	
Serial Number:	98090195	DEVLINKS	
Serial Number:	97778695	SENSORS INTEGRATION	
Serial Number:	97778698	SENSORS INCORPORATED	
Serial Number:	97927385	CELCO	
Serial Number:	88725029	JHFOSTER	
Serial Number:	97927377	CELCO	
Serial Number:	98090202	DEVLINKS	
Serial Number:	97775136	ACCU TECH USA	
Serial Number:	97778690	SENSORS INCORPORATED	
Serial Number:	97778694	SENSORS INTEGRATION	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		

OP \$340.00.00 97851471

Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.397

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: Nancy Brougher

DATE SIGNED: 03/27/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2024, is by JOHN HENRY FOSTER MINNESOTA, INC., a Minnesota corporation ("Grantor"), in favor of APOGEM CAPITAL LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as May 24, 2019 by and among Grantor, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans, and the Issuing Lenders have agreed to issue Letters of Credit, for the benefit of Grantor and the other Loan Parties;

WHEREAS, Grantor and certain affiliates of Grantor have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement (as defined below)) their Affiliates, that certain Guarantee and Collateral Agreement dated as of May 24, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for Agent's benefit and for the benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest (subject to the existence of Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such


Trademark or Trademark License or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any 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 the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing first priority security interest in all Collateral (subject to the existence of Permitted Liens), whether or not listed on Schedule I.

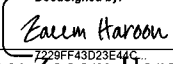
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JOHN HENRY FOSTER MINNESOTA, INC., a Minnesota corporation

By: 
Name: Nicholas W. Martino
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,
as Agent

By:  DocuSigned by:
729FF43D23E44C
Name: Zaeem Haroon
Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

	Trademark	Application Number	Registration Number	Registration Date
1.	PTS PRODUCTS	97851471	N/A	N/A
2.	REDEFINING THE POSSIBILITIES OF AUTOMATION	98195166	N/A	N/A
3.	JOHN HENRY FOSTER	88725033	6236658	01/05/21
4.	DEVLINKS	98090195	N/A	N/A
5.	SENSORS INTEGRATION	97778695	N/A	N/A
6.	SENSORS INCORPORATED	97778698	N/A	N/A
7.	CELCO	97927385	N/A	N/A
8.	JHFOSTER	88725029	6236657	01/05/21
9.	CELCO	97927377	N/A	N/A
10.	DEVLINKS	98090202	N/A	N/A
11.	ACCU TECH USA	97775136	N/A	N/A
12.	SENSORS INCORPORATED	97778690	N/A	N/A
13.	SENSORS INTEGRATION	97778694	N/A	N/A