

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PTI Industries, Inc.		02/05/2020	Corporation: DELAWARE
Amerimex Motor & Controls, LLC		02/05/2020	Limited Liability Company: DELAWARE
Southern Parts & Engineering Company, LLC		02/05/2020	Limited Liability Company: DELAWARE
National Inspection and Consultants, LLC		02/05/2020	Limited Liability Company: FLORIDA
WPS Industries, Inc.		02/05/2020	Corporation: DELAWARE
CPL Systems, Inc.		02/05/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4024253	COMPRESSORPARTS.COM
Registration Number:	4059597	COMPRESSOR PARTS.COM EVERY PART MATTERS
Registration Number:	1239791	NIC
Registration Number:	1231322	NIC
Registration Number:	1219460	NIC
Registration Number:	1239720	NIC
Registration Number:	1239790	NIC
Registration Number:	1244869	NIC
Registration Number:	3339599	CROSBY
Registration Number:	3000078	
Registration Number:	3000077	WPS
Registration Number:	3646825	CPL

CH \$440.00 4024253

Property Type	Number	Word Mark
Registration Number:	3629711	AMERIMEX POWER SYSTEMS
Registration Number:	3621807	AMERIMEX MOTOR & CONTROLS
Registration Number:	3618432	ELIMINATOR
Registration Number:	3601371	DOMINATOR
Serial Number:	88393309	ENFORCER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1785638-0041-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	02/05/2020

Total Attachments: 8

source=ISS - Intellectual Property Security Agreement [Executed]#page1.tif
source=ISS - Intellectual Property Security Agreement [Executed]#page2.tif
source=ISS - Intellectual Property Security Agreement [Executed]#page3.tif
source=ISS - Intellectual Property Security Agreement [Executed]#page4.tif
source=ISS - Intellectual Property Security Agreement [Executed]#page5.tif
source=ISS - Intellectual Property Security Agreement [Executed]#page6.tif
source=ISS - Intellectual Property Security Agreement [Executed]#page7.tif
source=ISS - Intellectual Property Security Agreement [Executed]#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of February 5, 2020 between each of the signatories hereto (collectively, the “Grantors” and each, individually, a “Grantor”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of February 5, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of such Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable

federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

(b) (i) All patents of the United States, all registrations and recordings thereof, and all applications for patents of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all provisionals, reissues, continuations, divisionals, continuations-in-part, reexaminations, revisions or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use, import and/or sell the inventions or designs disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PTI INDUSTRIES, INC.,
as Grantor

By: Matthew J. DeLong
Name: Matthew J. DeLong
Title: Vice President

AMERIMEX MOTOR & CONTROLS, LLC,
as Grantor

By: Matthew J. DeLong
Name: Matthew J. DeLong
Title: Vice President

SOUTHERN PARTS & ENGINEERING
COMPANY, LLC,
as Grantor

By: Matthew J. DeLong
Name: Matthew J. DeLong
Title: Vice President

NATIONAL INSPECTION AND
CONSULTANTS, LLC,
as Grantor

By: Matthew J. DeLong
Name: Matthew J. DeLong
Title: Vice President

WPS INDUSTRIES, INC.,
as Grantor

By: Matthew J. DeLong
Name: Matthew J. DeLong
Title: Vice President


[Signature Page to Intellectual Property Security Agreement]

CPL SYSTEMS, INC.,
as Grantor

By: 
Name: Matthew J. DeLong
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]


BMO HARRIS BANK N.A.,
as Collateral Agent



By: 
Name: David Sneddon
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

Schedule 1

Trademarks and Trademark Applications

Owner	Mark	Status	App. No.	App. Date	Reg. No.	Reg Date
Southern Parts & Engineering Company, LLC	COMPRESSORPARTS.COM	Registered	85289070	Apr-7-2011	4024253	Sept-6-2011
Southern Parts & Engineering Company, LLC	COMPRESSOR PARTS.COM EVERY PART MATTERS	Registered	85289092	Apr-7-2011	4059597	Nov-22-2011
NATIONAL INSPECTION AND CONSULTANTS, LLC	NIC & Design	Registered	73344435	Jan-4-1982	1239791	May-24-1983
NATIONAL INSPECTION AND CONSULTANTS, LLC	NIC & Design	Registered	73344375	Jan-4-1982	1231322	Mar-15-1983
NATIONAL INSPECTION AND CONSULTANTS, LLC	NIC & Design	Registered	73268067	June-26-1980	1219460	Dec-7-1982
NATIONAL INSPECTION AND CONSULTANTS, LLC	NIC	Registered	73344431	Jan-4-1982	1239720	May-24-1983
NATIONAL INSPECTION AND CONSULTANTS, LLC	NIC	Registered	73344433	Jan-4-1982	1239790	May-24-1983
NATIONAL INSPECTION AND CONSULTANTS, LLC	NIC	Registered	73344432	Jan-4-1982	1244869	July-5-1983
WPS INDUSTRIES, INC.		Registered	78879778	May-9-2006	3339599	Nov-20-2007

Owner	Mark	Status	App. No.	App. Date	Reg. No.	Reg Date
WPS INDUSTRIES, INC.		Registered	76592962	May-19-2004	3000078	Sept-27-2005
WPS INDUSTRIES, INC.	WPS	Registered	76592960	May-19-2004	3000077	Sept-27-2005
CPL SYSTEMS, INC.	 CPL	Registered	77626263	Dec-4-2008	3646825	June-30-2009
AMERIMEX MOTOR & CONTROLS, LLC	ENFORCER	Pending	88393309	Apr-19-2019		
AMERIMEX MOTOR & CONTROLS, LLC	AMERIMEX POWER SYSTEMS	Registered	77444276	Apr-9-2008	3629711	June-2-2009
AMERIMEX MOTOR & CONTROLS, LLC	AMERIMEX MOTOR & CONTROLS	Registered	77444289	Apr-9-2008	3621807	May-19-2009
AMERIMEX MOTOR & CONTROLS, LLC	ELIMINATOR	Registered	77444185	Apr-9-2008	3618432	May-12-2009
AMERIMEX MOTOR & CONTROLS, LLC	DOMINATOR	Registered	77444201	Apr-9-2008	3601371	Apr-7-2009

Schedule 2

Patents and Patent Applications

Grantor	Title	Application No.	Application Date	Publication or Patent No.	Publication or Issue Date
PTI INDUSTRIES, INC.	HOUSING FOR AIRCRAFT MOUNTED COMPONENTS	12/720,051	2010-03-09	US8828163	2014-09-09
PTI INDUSTRIES, INC.	HOUSING FOR AIRCRAFT MOUNTED COMPONENTS	13/600,497	2012-08-31	US9428261	2016-08-30
PTI INDUSTRIES, INC.	HOUSING FOR AIRCRAFT MOUNTED COMPONENTS	15/234,614	2016-08-11	US20160349366	2016-12-01
WPS INDUSTRIES, INC.	ECONO-OPTIMIZED BOARD EDGER	12/117,276	2008-05-08	US8,105,009	2012-01-31
WPS INDUSTRIES, INC.	PANEL HANDLING APPARATUS	10/397,016	2003-03-25	US7,007,942	2006-03-07
AMERIMEX MOTOR & CONTROLS, LLC	SHREDDER LOAD OPTIMIZATION SYSTEM AND METHOD	14/173,568	2014-02-05	US9421552	2016-08-23
AMERIMEX MOTOR & CONTROLS, LLC	SHREDDER LOAD OPTIMIZATION SYSTEM AND METHOD	15/142,065	2016-04-29	US2016248348	2016-08-25