

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861193

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Property Agreement Supplement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Attica Hydraulic Exchange, Inc.		12/13/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S Dearborn St, Floor L2N
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4800006	BENCHMARK
Registration Number:	3869165	GENUINE METARIS
Registration Number:	5730123	HYDRAULEX
Registration Number:	5694596	HYDRAULEX
Registration Number:	4441543	HYDRAULEX
Registration Number:	4641466	HYDRAULEX GLOBAL
Registration Number:	4492628	THE RIGHT REPLACEMENT, RIGHT NOW
Registration Number:	4656733	THE RIGHT REPLACEMENT, RIGHT NOW

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, Suite 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1107993-0306-S216

TRADEMARK

REEL: 008288 FRAME: 0860

900821416

CH \$215.00 4800006

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	12/14/2023
Total Attachments: 7 source=ESCROW - BBB - 1L - IP Security Agreement (Dec-13-23)#page1.tif source=ESCROW - BBB - 1L - IP Security Agreement (Dec-13-23)#page2.tif source=ESCROW - BBB - 1L - IP Security Agreement (Dec-13-23)#page3.tif source=ESCROW - BBB - 1L - IP Security Agreement (Dec-13-23)#page4.tif source=ESCROW - BBB - 1L - IP Security Agreement (Dec-13-23)#page5.tif source=ESCROW - BBB - 1L - IP Security Agreement (Dec-13-23)#page6.tif source=ESCROW - BBB - 1L - IP Security Agreement (Dec-13-23)#page7.tif	

FIRST LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”), dated December 13, 2023, is made by **ATTICA HYDRAULIC EXCHANGE, INC.**, a Delaware corporation (the “Grantor”), in favor of **JPMORGAN CHASE BANK, N.A.**, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Burgess Point Purchaser Corporation, a Delaware corporation (the “Borrower”) and Burgess Point Intermediate, Inc., a Delaware corporation (“Holdings”) have entered into the First Lien Credit Agreement, dated as of July 25, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain First Lien Security Agreement, dated as of July 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain First Lien Intellectual Property Security Agreement, dated as of July 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

A. Grant of Security. The Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of the Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following to the extent constituting Additional Collateral (the “Additional Collateral”):

- a. each Patent registration or application thereof identified in Schedule A hereto;
- b. each Trademark registration or application thereof identified in Schedule B hereto;

c. each Copyright registration or application therefor identified in Schedule C hereto;

d. each exclusive Copyright License to which the Grantor is a party and identified in Schedule C hereto; and

e. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

D. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in 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 IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

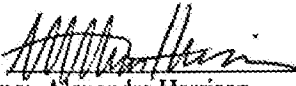
F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

G. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature

page of this IP Security Agreement Supplement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this IP Security Agreement Supplement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTICA HYDRAULIC EXCHANGE, INC.,
a Delaware corporation

By: 
Name: Alexandra Harrison
Title: President

[Signature Page to First Lien Intellectual Property Security Agreement Supplement]

Schedule A

I UNITED STATES PATENTS

1. Issued Patents

None.


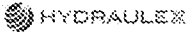
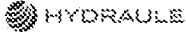

2. Patent Applications

None.

Schedule B

II UNITED STATES TRADEMARKS

1. Registered Trademarks

Owner	Mark	Application No.	Application Date	Registration No.	Registration Date	Status
Attica Hydraulic Exchange, Inc.	BENCHMARK	85597364	4/13/2012	4800006	8/25/2015	Registered
Attica Hydraulic Exchange, Inc.	GENUINE METARIS and Design 	77795083	8/2/2009	3869165	11/2/2010	Registered
Attica Hydraulic Exchange, Inc.	HYDRAULEX	87729750	12/21/2017	5730123	4/16/2019	Registered (Supplemental Register)
Attica Hydraulic Exchange, Inc.	HYDRAULEX and Design 	87729753	12/21/2017	5694596	3/12/2019	Registered
Attica Hydraulic Exchange, Inc.	HYDRAULEX and Design 	85980300	3/11/2011	4441543	11/26/2013	Registered
Attica Hydraulic Exchange, Inc.	HYDRAULEX GLOBAL and Design 	85264931	3/11/2011	4641466	11/18/2014	Registered
Attica Hydraulic Exchange, Inc.	THE RIGHT REPLACEMENT, RIGHT NOW	85980864	10/12/2012	4492628	3/4/2014	Registered
Attica Hydraulic Exchange, Inc.	THE RIGHT REPLACEMENT, RIGHT NOW	85753085	10/12/2012	4656733	12/16/2014	Registered

2. Trademark Applications

None.

Schedule C

III UNITED STATES COPYRIGHTS (OWNED BY, OR EXCLUSIVELY LICENSED TO, ANY GRANTOR)

1. Registered Copyrights:

None.

2. Copyright Applications:

None.