

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731708

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instrument Associates, LLC		06/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	73108421	CLIP	
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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	c/o Latham & Watkins 330 N Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0668 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	06/01/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2022 is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Motion Control Acquisition Corp., a Delaware corporation (“Holdings”), Motion & Control Enterprises LLC, a Delaware limited liability company (“MCE”), and MCE Diversified LLC, a Delaware limited liability company (“Diversified” and together with MCE, collectively, the “Borrowers”), Agent, and the lenders party thereto (collectively, the “Lenders”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Agent (on behalf of the Lenders), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guarantee and Collateral Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those United States Trademarks referred to on Schedule 1 hereto; provided, however, that no Lien on and security interest is granted on any “intent to use” Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided further that, upon such filing and acceptance by the United States Patent and Trademark Office, such “intent to use” Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York .

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**MOTION & CONTROL ENTERPRISES LLC,
MCE RSA GLOBAL CONTROLS, LLC,
INSTRUMENT ASSOCIATES, LLC,**
as Grantors

Michelle Burnett

By: _____

Name: Michelle Burnett

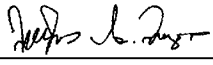
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 
Name: Hector Del Razo
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007739 FRAME: 0964

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Trademark Number	Trademark Registration Number	Date of Application	Date of Registration
Motion & Control Enterprises LLC	87609914	5,452,189	9/15/2017	4/24/2018
Motion & Control Enterprises LLC	87609833	5,448,287	9/15/2017	4/17/2018
MCE RSA Global Controls, LLC	75316131	2172974	6/27/1997	07/14/1998
Instrument Associates, LLC	73108421	1083173	12/3/1976	01/24/1978