

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM512913

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARKS SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cattron Holdings Inc.		03/01/2019	Corporation:
Control Solutions Enterprises, Inc.		03/01/2019	Corporation:
Cattron North America, Inc.		03/01/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND		
<b>Street Address:</b>	300 First Stamford Place		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Banking Corporation: IRELAND		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2570611	BELTPACK	
<b>Registration Number:</b>	2048601	CATTRON	
<b>Registration Number:</b>	2024295	TALKBACK	
<b>Registration Number:</b>	2120844	CATTRON	
<b>Registration Number:</b>	2109014	COMMAND PRO	
<b>Registration Number:</b>	2328979	PUMP BOSS	
<b>Serial Number:</b>	88260826	ACCUSPEED	
<b>Registration Number:</b>	5233101	SYMMETRYLOCK	
<b>Serial Number:</b>	86509240	TASVERII	
<b>Registration Number:</b>	5469948	TASVERII	
<b>Serial Number:</b>	87952100	SAFE-E-STOP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2122942684		
<b>Email:</b>	trademarkny@winston.com		
<b>TRADEMARK</b>			

CH \$290.00 2570611

**Correspondent Name:** Jose Jaime  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 86703.00158

**NAME OF SUBMITTER:** Jose Jaime

**SIGNATURE:** /Jose Jaime by trademarkny/

**DATE SIGNED:** 03/05/2019

**Total Attachments: 5**

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**TRADEMARKS SECURITY AGREEMENT**

This **TRADEMARKS SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 1, 2019 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of March 1, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in

connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, 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 and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security 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, and are in addition to those set forth in the Pledge and Security 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 Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

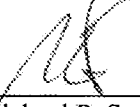
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**IN WITNESS WHEREOF**, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


**CATTRON HOLDINGS INC.,**  
as a Grantor

By:   
Name: Michael P. Santoni  
Title: Vice President Finance and Treasurer

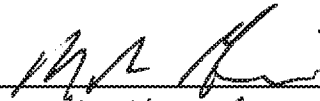
**CONTROL SOLUTIONS ENTERPRISES, INC.,**  
as a Grantor


By:   
Name: Michael P. Santoni  
Title: Vice President Finance and Treasurer

**CATTRON NORTH AMERICA, INC.,**  
as a Grantor

By:   
Name: Michael P. Santoni  
Title: Vice President Finance and Treasurer

THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND, as Collateral Agent



By:   
Name: MICHAEL A O'BRIEN  
Title: M.D.

By:   
Name: CHRIS KAVANAGH  
Title: M.D.

SCHEDULE 1 TO  
TRADEMARKS SECURITY AGREEMENT

**Trademarks and Licenses**

*Trademarks, Trademark Applications (other than any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use") and Trademark Licenses*

<u>Grantor</u>	<u>Title</u>	<u>Registration Number</u>	<u>Status</u>	<u>Date of Grant/ Filing</u>
Cattron North America	BELTPACK	2570611	Registered	5/21/2002
Cattron Holdings, Inc	 CATTRON (Design)	2048601	Registered	4/1/1997
Cattron Holdings, Inc	TALKBACK	2024295	Registered	12/17/1996
Cattron Holdings, Inc	CATTRON	2120844	Registered	12/16/1997
Cattron North America	 COMMAND PRO (Design)	2109014	Registered	10/28/1997
Cattron North America	<b>PUMP BOSS</b> PUMP BOSS (Stylized)	2328979	Registered	3/14/2000
Cattron North America	ACCUSPEED	88260826	Pending	Filed 1/14/19
Control Solutions Enterprises	SYMMETRYLOCK	5233101	Registered	6/27/2017
Control Solutions Enterprises	TASVERII	86509240	Pending	Filed 1/21/2015
Control Solutions Enterprises	TASVERII	5469948	Registered	5/15/2018
Control Solutions Enterprises	SAFE-E-STOP	87952100	Pending	Filed 6/7/2018