

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564355

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Shaw Development, LLC		02/28/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC, as administrative agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85087122	SHAW PLUGS	
<b>Serial Number:</b>	87306667	SHAW PLUGS	
<b>Serial Number:</b>	85087120	SHAW PLUGS	
<b>Serial Number:</b>	77637438	SHAW DEVELOPMENT	
<b>Serial Number:</b>	74278178	STRAPMASTER	
<b>Serial Number:</b>	74259119		
<b>Serial Number:</b>	87237196	SHAW DEVELOPMENT	
<b>Serial Number:</b>	87237187	MAKING FLUID FUNCTION	
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	19638258		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		

CH \$215.00 85087122

<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	02/28/2020
<b>Total Attachments: 7</b> source=Monroe_Shaw - IP Security Agreement#page1.tif source=Monroe_Shaw - IP Security Agreement#page2.tif source=Monroe_Shaw - IP Security Agreement#page3.tif source=Monroe_Shaw - IP Security Agreement#page4.tif source=Monroe_Shaw - IP Security Agreement#page5.tif source=Monroe_Shaw - IP Security Agreement#page6.tif source=Monroe_Shaw - IP Security Agreement#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of February 28, 2020 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, as Administrative Agent for the Secured Parties (in such capacity, the “**Administrative 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 February 28, 2020 (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 Administrative 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 Administrative 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 and more fully set forth 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, and other applicable Governmental Authorities.

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

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative 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 patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions claimed therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including any royalties or income from the Patent Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Patents**”).

(c) All United States 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 any royalties or income from the Trademark Licenses and any and all payments, claims, damages and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests 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 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 Illinois.

**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. If 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 Administrative 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.

SHAW DEVELOPMENT, LLC,  
as a Grantor

By:   
Name: Dan Bruggeman  
Title: Chief Financial Officer, Treasurer  
and Secretary

**MONROE CAPITAL MANAGEMENT ADVISORS,  
LLC, as Administrative Agent**

By: 

Name: Alex Parmacek

Title: Vice President

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

*Patents and Patent Applications*

<b>Title</b>	<b>Jurisdiction</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>	<b>Expiration Date</b>	<b>Current Owner of Record</b>
DIESEL EMISSIONS FLUID TANK	US	29/492,123 28-MAY-2014	D729,141 12-MAY-2015	12-MAY-2029	SHAW DEVELOPMENT, LLC
DIESEL EMISSIONS FLUID TANK FLOOR	US	29/492,119 28-MAY-2014	D729,722 19-MAY-2015	19-MAY-2029	SHAW DEVELOPMENT, LLC
TANK MODULE INTERFACE FOR FLUID RESERVOIRS	US	13/702,325 15-OCT-2013	9,879,829 30-JAN-2018	24-DEC-2032	SHAW DEVELOPMENT, LLC
FILTER INLINE HEATER	US	14/723,632 28-MAY-2015	10,245,534 02-APR-2019	18-SEP-2036	SHAW DEVELOPMENT LLC
MULTI-MODE HEATER FOR A DIESEL EMISSION FLUID TANK	US	12/913,199 27-OCT-2010	8,822,887 02-SEP-2014	18-JUL-2032	SHAW AERO DEVELOPMENT, LLC
STRAINER FOR A FILLING PORT	US	14/591,501 07-JAN-2015	10,005,009 26-JUN-2018	17-MAY-2036	SHAW DEVELOPMENT, LLC
FILTER INLINE HEATER	US	16/281,555 21-FEB-2019	-	-	SHAW DEVELOPMENT LLC
DEVICE WITH AERATION MITIGATION FOR IMPROVED MEASUREME NT OF FLUIDS	WIPO PCT PROCEDURE	PCT/US19/2912 3 25-APR-2019	-	-	SHAW DEVELOPMENT, LLC
DEF IN-LINE FILTER WITH AERATION MITIGATION	US	62/711,978 30-JUL-2019	-	-	SHAW DEVELOPMENT LLC
FILTER INLINE HEATER	EP	16171818.4 27-MAY-2016	-	-	SHAW DEVELOPMENT, LLC

[Signature Page to IP Security Agreement]

<b>Title</b>	<b>Jurisdiction</b>	<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>	<b>Expiration Date</b>	<b>Current Owner of Record</b>
TANK MODULE INTERFACE FOR FLUID RESERVOIRS	China	201180029822.7 15-JUN-2011	103097166B 27-APR--2016	15-JUN-2031	SHAW DEVELOPMENT, LLC
TANK MODULE INTERFACE FOR FLUID RESERVOIRS	China	201610204810.8 01-JUN-2016	105620278B 19-JUN-2018	15-JUN-2031	SHAW DEVELOPMENT, LLC
TANK MODULE INTERFACE FOR FLUID RESERVOIRS	Brazil	112012031838A 08-NOV-2016	-	-	SHAW DEVELOPMENT, LLC

*Trademarks and Trademark Applications*

<b>Grantor</b>	<b>Name</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>Expiration Date</b>
Shaw Development, LLC	Shaw Plugs	3,937,324	March 29, 2011	85087122	March 29, 2021
Shaw Development, LLC	Shaw Plugs	5,237,229	July 4, 2017	87306667	July 5, 2023
Shaw Development, LLC	Shaw Plugs	3,906,012	January 11, 2011	85087120	January 11, 2021
Shaw Development, LLC	Shaw Development	4,085,541	January 17, 2012	77637438	January 18, 2022
Shaw Development, LLC	Strapmaster	1,823,588	February 22, 1994	74278178	February 22, 2024
Shaw Development, LLC	Design of Fuel Cap	1,778,844	June 29, 1993	74259119	June 29, 2023
Shaw Development, LLC	Shaw Development	5,525,545	July 24, 2018	87237196	July 24, 2024

[Signature Page to IP Security Agreement]



<b>Grantor</b>	<b>Name</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Serial Number</b>	<b>Expiration Date</b>
Shaw Development, LLC	Making Fluid Function	5,525,544	July 24, 2018	87237187	July 24, 2024
	Shaw Plugs	25402206	July 21, 2018	25402206	July 21, 2028
	Shaw Plugs (and design)	25406702	July 21, 2018	25406702	July 21, 2028

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**RECORDED: 02/28/2020**

**TRADEMARK  
REEL: 006877 FRAME: 0730**