

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566236

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| POLARIS AUTOMATION HOLDINGS, INC. | | 05/01/2019 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | FIRST MERCHANTS BANK | | |
| Street Address: | 3650 Olentangy River Road | | |
| Internal Address: | Suite 100 | | |
| City: | Columbus | | |
| State/Country: | OHIO | | |
| Postal Code: | 43214 | | |
| Entity Type: | Indiana Bank: INDIANA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4538503 | POLARIS ENERGY GROUP | |
| Registration Number: | 3493263 | POLARIS AUTOMATION | |
| 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: | 6142272000 | | |
| Email: | nbahhur@porterwright.com | | |
| Correspondent Name: | Noor Bahhur | | |
| Address Line 1: | 41 South High Street, Suite 2900, Suite | | |
| Address Line 2: | Suite 2900 | | |
| Address Line 4: | Columbus, OHIO 43215 | | |
| NAME OF SUBMITTER: | Noor E. Bahhur | | |
| SIGNATURE: | /Noor E. Bahhur/ | | |
| DATE SIGNED: | 03/10/2020 | | |
| Total Attachments: 6 | | | |
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SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of May 1, 2019, by POLARIS AUTOMATION HOLDINGS, INC., an Ohio corporation (“Parent”), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”) in favor of FIRST MERCHANTS BANK (“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated of even date herewith (as amended, modified or supplemented from time to time, the “Credit Agreement”) among POLARIS AUTOMATION, INC., an Ohio corporation and INDUSTRIAL SOLUTIONS, INC., an Ohio corporation (individually a “Borrower,” and collectively, “Borrowers”), Parent, and Lender, Lender has agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of Lender (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement.

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

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally mortgages, pledges and hypothecates to Lender, and grants to Lender 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 and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

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

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

POLARIS AUTOMATION HOLDINGS, INC.
as Parent and Grantor

By: 
Michael S. Cooke, President

POLARIS AUTOMATION, INC., an Ohio
corporation *as a Borrower and Grantor*

By: 
Michael S. Cooke, President

INDUSTRIAL SOLUTIONS, INC., an Ohio
corporation *as a Borrower and Grantor*

By: 
Michael S. Cooke, President

ACCEPTED AND AGREED
as of the date first above written:

FIRST MERCHANTS BANK,
as Lender

By: _____
Joshua Riley, Vice President

IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

POLARIS AUTOMATION HOLDINGS, INC.
as Parent and Grantor

By: _____
Michael S. Cooke, President

POLARIS AUTOMATION, INC., an Ohio
corporation *as a Borrower and Grantor*

By: _____
Michael S. Cooke, President

INDUSTRIAL SOLUTIONS, INC., an Ohio
corporation *as a Borrower and Grantor*

By: _____
Michael S. Cooke, President

ACCEPTED AND AGREED
as of the date first above written:

FIRST MERCHANTS BANK,
as Lender

By: _____
Joshua Riley, Vice President

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006887 FRAME: 0074

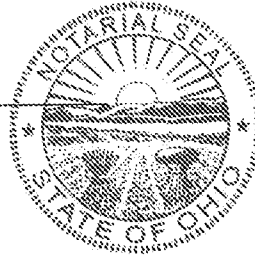
ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
) ss.
COUNTY OF Franklin)

On this 10th day of April, 2019, before me personally appeared Michael S. Cooke, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of POLARIS AUTOMATION HOLDINGS, INC., who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Steven D. Hoying

Notary Public



Steven Douglas Hoying, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

STATE OF OHIO)
) ss.
COUNTY OF Franklin)

On this 10th day of April, 2019, before me personally appeared Michael S. Cooke, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of POLARIS AUTOMATION, INC., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Steven D. Hoying

Notary Public



Steven Douglas Hoying, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

STATE OF OHIO)
) ss.
COUNTY OF Franklin)

On this 10th day of April, 2019, before me personally appeared Michael S. Cooke, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INDUSTRIAL SOLUTIONS, INC., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Steven D. Hoying

Notary Public



Steven Douglas Hoying, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Trademark: POLARIS ENERGY GROUP
Registration No.: 4,538,503
Registered to: Polaris Automation, Inc.

Trademark: POLARIS AUTOMATION
Registration No.: 3,493,263
Registered to: Polaris Automation, Inc.

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None