

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RADWELL INTERNATIONAL, LLC		12/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CANTOR FITZGERALD SECURITIES, as Collateral Agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	General Partnership: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3996697	PLCCENTER	
Registration Number:	3255815	SPECK INDUSTRIAL CONTROLS	
Registration Number:	3192391	RADWELL INTERNATIONAL, INC.	
Registration Number:	3236152	SPECK INDUSTRIAL CONTROLS	
Registration Number:	3063585	RADWELL INTERNATIONAL	
Registration Number:	3129072	PLCCENTER.COM	
Registration Number:	2923461	PLCCENTER	
Registration Number:	2906483	PLCCENTER.COM. THE WORLD'S LARGEST SOURC	
Registration Number:	2763368	SPECK INDUSTRIAL CONTROLS, INC. REPAIR &	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$240.00 3996697

TRADEMARK

ATTORNEY DOCKET NUMBER:	037632.000202
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	12/11/2020

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 11, 2020 (this "Trademark Security Agreement"), made by Radwell International, LLC, a Delaware limited liability company (the "Grantor"), in favor of CANTOR FITZGERALD SECURITIES, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of December 11, 2020 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender from time to time party thereto, the Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of December 11, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and Lenders and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 8. Concerning the Collateral Agent. Cantor Fitzgerald Securities is entering into this Trademark Security Agreement in its capacity solely as Collateral Agent and shall be entitled to all of the rights, privileges and immunities of the Collateral Agent in acting hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

RADWELL INTERNATIONAL, LLC,

as Grantor

Signed by:
By: Brian Radwell
Name: Brian J. Radwell
Title: Chief Executive Officer

CANTOR FITZGERALD SECURITIES,
as Collateral Agent

DocuSigned by:

By: James Buccola
Name: James Buccola
Title: Head of Fixed Income



(Churchill)

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007135 FRAME: 0251

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Country	Mark App./Reg. Nos.	Owner	Application Date/ Registration Date
US	PLCCENTER RN/SN: 3996697	Radwell International, LLC	7/19/2011
US	SPECK INDUSTRIAL CONTROLS RN/SN: 3255815	Radwell International, LLC	6/26/2007
US	RADWELL INTERNATIONAL, INC. RN/ SN: 3192391	Radwell International, LLC	1/2/2007
US	SPECK INDUSTRIAL CONTROLS RN/SN: 3236152	Radwell International, LLC	5/1/2007
US	RADWELL INTERNATIONAL RN/SN: 3063585	Radwell International, LLC	2/28/2006
US	PLCCENTER.COM RN/SN: 3129072	Radwell International, LLC	8/15/2006
US	PLCCENTER RN/SN: 2923461	Radwell International, LLC	2/1/2005
US	PLCCENTER.COM. THE WORLD'S LARGEST SOURCE FOR EVERYTHING INDUSTRIAL and Design RN/SN: 2906483	Radwell International, LLC	11/30/2004
US	SPECK INDUSTRIAL CONTROLS, INC. REPAIR & SUPPLY "YOUR ONE SOURCE" and Design RN/SN: 2763368	Radwell International, LLC	9/16/2003