

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Machinery, Ltd.		01/25/2022	Limited Partnership: TEXAS
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: 3			
Property Type	Number	Word Mark	
Registration Number:	4766863	SUPERIOR	
Registration Number:	4788175	SUPERIOR MANUFACTURING	
Registration Number:	4788174	SUPERIOR MANUFACTURING	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1578159 TM A		
NAME OF SUBMITTER:	Jordana Dreyfuss		
SIGNATURE:	/Jordana Dreyfuss/		
DATE SIGNED:	01/25/2022		
Total Attachments: 5			
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Notice of Grant of Security Interest in Trademarks (Worldwide Machinery, Ltd.)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 25, 2022 (this “*Agreement*”), made by WORLDWIDE MACHINERY, LTD., a Texas limited partnership (the “*Pledgor*”), in favor of CANTOR FITZGERALD SECURITIES, as collateral agent for the Secured Parties (together with its successors and assigns, in such capacity, the “*Collateral Agent*”).

Reference is made to the Pledge and Security Agreement, dated as of January 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among Worldwide Machinery, Ltd., a Texas limited partnership (the “*Borrower*”), the other grantors party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. All terms defined in the UCC and not defined in this Agreement or the Collateral Agreement have the meanings specified therein. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* The Pledgor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under any and all of the following assets and properties, whether now owned by or hereafter acquired by or arising in favor of such Pledgor) (collectively, but excluding any Excluded Property, the “*IP Collateral*”): all Trademarks of the United States of America, including those listed on Schedule I; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 8.17**

AND 8.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

SECTION 6. *Collateral Agent.* Cantor Fitzgerald Securities is entering into this Agreement solely in its capacity as Collateral Agent for the Secured Parties. The rights, privileges and immunities of the Collateral Agent set forth in the Credit Agreement and the other Loan Documents shall be incorporated into this Agreement as though fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WORLDWIDE MACHINERY, LTD.

By: WORLDWIDE MACHINERY GP, LLC, its
General Partner

By:



Name: David T. Sinclair

Title: President

CANTOR FITZGERALD SECURITIES, as Collateral Agent

By: DocuSigned by:
James Buccola
B733667B2F8943A...
Name: James Buccola
Title: Head of Fixed Income



(WWM)

Signature Page to Notice of Grant of Security Interest in Trademarks (Worldwide Machinery, Ltd.)