

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CERTIFIED POWER, INC.		04/28/2023	Corporation: DELAWARE
CERTIFIED HOLDINGS, LLC		04/28/2023	Limited Liability Company: DELAWARE
HYDROTECH, INC.		04/28/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1055821	HYDROTECH	
Registration Number:	3312469	HYDROTECH	
Registration Number:	3312502		
Registration Number:	5461796	FASTLINE EXPRESS VALVE SOLUTIONS	
Registration Number:	5751788	CPT CERTIFIED POWERTRAIN	
Registration Number:	5661747	CERTIFIED POWER SOLUTIONS	
Registration Number:	5649473	CPS CERTIFIED POWER SOLUTIONS	
Registration Number:	5197969	CERTIFIED POWER	
Registration Number:	5481349	CERTIFIED POWER INC.	
Registration Number:	5375633	THE POWER TO MOVE	
Registration Number:	5292070	THE POWER TO MOVE	
Registration Number:	5935220	CERTIFIED POWER SOLUTIONS	
Registration Number:	5742479	FSC FLUID SYSTEM COMPONENTS	
Registration Number:	5932547	CERTIFIED CIRUS CONTROL SYSTEMS	
Registration Number:	5932548	CERTIFIED CIRUS CONTROL SYSTEMS	
Registration Number:	6093553	CPS CERTIFIED POWER SOLUTIONS	
Serial Number:	87586174	FLUID SYSTEM COMPONENTS	

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CORRESPONDENCE DATA**Fax Number:** 6173417701*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.***Phone:** 6173417721**Email:** michelle.bramwell@morganlewis.com**Correspondent Name:** Michelle Bramwell**Address Line 1:** One Federal Street**Address Line 2:** Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Michelle Bramwell
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SIGNATURE:	/Michelle Bramwell/
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DATE SIGNED:	04/28/2023
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Total Attachments: 10

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “*Agreement*”), effective as of April 28, 2023, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “Grantors” and each individually, a “Grantor”), in favor of **ARES CAPITAL CORPORATION**, a Maryland corporation (“*ARCC*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 28, 2023 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), by and among **CPIG HOLDCO INC.**, a Delaware corporation (the “*Borrower*”), **CPGH HOLDINGS, INC.**, a Delaware corporation (“*Holdings*”), certain Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), **ARCC**, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), and **ARCC**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*” and together with the Administrative Agent, collectively the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Agreement, dated as of April 28, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent;

WHEREAS, pursuant to the Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and continue making loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in all of each Grantor's right, title and interest in, to and under (a) all of its Trademarks and Trademark Licenses, including, without limitation, those listed on Schedule A hereto, (b) all renewals, reversions and extensions of the foregoing, and (c) all income, royalties, proceeds and related rights to payment at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of any Trademark or any Trademark exclusively licensed under any Trademark Licenses, including the right to receive damages, or right to receive license fees, royalties and other compensation under any Trademark License, in each case, to the extent constituting Collateral (collectively, the "*Trademark Collateral*"), to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Amendments. This Agreement may not be amended, modified or supplemented without the prior written consent of each of the parties hereto.

SECTION 6. Termination. At such time as the Collateral has been released from the Liens created by the Security Documents pursuant to Section 12.19(b) of the Credit Agreement, the security interest in the Trademark Collateral granted herein shall terminate immediately and automatically without any further action by any person and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile or electronic (including PDF) transmission shall be effective as delivery of a manually executed counterpart hereof and shall be binding on all parties hereto.

SECTION 8. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, 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 9. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

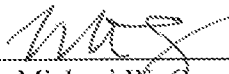
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

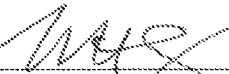
CERTIFIED POWER, INC.,
a Delaware corporation, as Grantor

By: 
Name: Michael W. Cooper, Jr.
Title: Secretary

CERTIFIED HOLDINGS, LLC,
a Delaware limited liability company, as Grantor

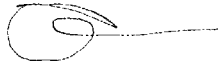
By: 
Name: Michael W. Cooper, Jr.
Title: Secretary

HYDROTECH, INC.,
an Ohio corporation, as Grantor

By: 
Name: Michael W. Cooper, Jr.
Title: Secretary

{Signature Page to Grant of Security Interest in Trademark Rights}

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 


Name: Mitchell Goldstein
Title: Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
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SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Country
Hydrotech	Hydrotech, Inc.	72/368,478	08/19/1970	1,055,821	01/04/1970	Registered	US
Hydrotech	Hydrotech, Inc.	78/931,022	07/17/2006	3,312,469	10/16/2007	Registered	US
 DOLPHIN DESIGN	Hydrotech, Inc.	78/935,990	07/04/2006	3,312,502	10/16/2007	Registered	US
FastLine Express Valve Solutions	Certified Holdings, LLC	87275214	12/20/16	5461796	5/8/2018	Registered	US
Certified PowerTrain (Word)	Certified Power, Inc.	87/410,923	04/13/2017			Abandoned	US
CPT Certified PowerTrain (Design)	Certified Power, Inc.	87328880	2/8/17	5751788	5/14/19	Registered	US

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Country
Certified Power Solutions	Certified Power, Inc.	86664583	6/16/15	5661747	1/22/19	Registered	US
CPS Certified Power Solutions (Design)	Certified Power, Inc.	86565839	3/16/15	5649473	1/8/19	Registered	US
Certified Power (Word)	Certified Power, Inc.	86/565,836	3/16/2015	5,197,969	5/9/2017	Registered	US
Certified Power, Inc. (Design)	Certified Power, Inc.	86/584,555	4/1/2015	5,481,349	5/29/2018	Registered	US
C Certified Power Inc.	Certified Power, Inc.	86/565,841	3/16/2015	5,375,633	1/9/2018	Registered	US
The Power to Move	Certified Power, Inc.	86/982,896	3/16/2015	5,292,070	9/19/2017	Registered	US
Certified Power Solutions (Design)	Certified Power, Inc.	86565839	5/16/15	5649473	1/8/19	Registered	US
Certified Power Solutions (Word)	Certified Power, Inc.	88186973	11/8/2018	5935220	12/17/09	Registered	US

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Country
Fluid System Components (Word)	Certified Power, Inc.	87586174	8/28/17			Abandoned	US
FSC Fluid System Components (Design)	Certified Power, Inc.	87/586,182	08/28/2017	5,742,479	5/7/2019	Registered	US
Certified Cirrus Control Systems (Word)	Certified Power, Inc.	87586228	8/28/17	5932547	12/10/19	Registered	US
Certified Cirrus Control Systems (Design)	Certified Power, Inc.	87586235	8/28/17	5932548	12/10/19	Registered	US
CPS Certified Power Solutions (Design)	Certified Power, Inc.	88186967	11/8/18	6093553	7/7/20	Registered	US
Component Technology (word)	Certified Power, Inc.			15268200	11/22/1999	Tradename	State Mark filed in North Dakota
SnowPak™							
FleetPilot™							
FleetPilot Connect™							
Material Detection Module™							

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Country
Pre-Wet Power Module™							
Barracuda™							
Moray Jr.™							
Mako™							
Mini Tiger™							
Modular Manifold Systems™							
Integrated Power Float™							
Quick Coupler Drain Manifold™							
Uni-Grip™							
Multi-Stix™							
Black Tip™							
Lamprey™							
HammerHead™							
SpreadSmart Rx™							
Dual Spread™							

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Country
EZ Spread™							
PowerSmart™							

TRADEMARK

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RECORDED: 04/28/2023