

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318382

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dynatect Manufacturing, Inc.	FORMERLY A & A Manufacturing Co., Inc.	09/30/2014	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1365594	GORTITE
Registration Number:	1440462	GORTRAC
Registration Number:	1442719	GORTUBE
Registration Number:	3210278	NYLATRAC
Registration Number:	1452124	NYLATUBE
Registration Number:	1547987	POLYCLUTCH
Registration Number:	1489035	STEELFLEX
Registration Number:	2421700	SURE-SPRING
Registration Number:	1441810	TELAFLEX
Registration Number:	1447145	VULCA SEAL
Serial Number:	86368201	LIFTGARD

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLC

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

TRADEMARK

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	025646-0804
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	09/30/2014
Total Attachments: 5 source=Trademark Security Agreement - Shield#page1.tif source=Trademark Security Agreement - Shield#page2.tif source=Trademark Security Agreement - Shield#page3.tif source=Trademark Security Agreement - Shield#page4.tif source=Trademark Security Agreement - Shield#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated September 30, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of General Electric Capital Corporation (“GE”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, SHIELD BIDCO LLC, a Delaware limited liability company (the “Initial Borrower”), DYNATECT HOLDCO, LLC, a Delaware limited liability company (the “Company” and after the consummation of the Acquisition, “Holdings”), DYNATECT GROUP HOLDINGS, INC., a Delaware corporation (“Dynatect Group” and after consummation of the Acquisition, the “Borrower”), GE, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, and each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of September 30, 2014 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Initial Borrower and, immediately following the consummation of the Acquisition, the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral);
- (b) all renewals of the foregoing;
- (c) all income, royalties, proceeds and liabilities 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 thereof; and

(d) all goodwill of the business connected with the use of, and symbolized by, each such Trademark.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


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. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


[Signature Pages Follow]

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

DYNATECT MANUFACTURING, INC.
as Initial Grantor

By: 
Name: Gilles Meurice
Title: Chief Financial Officer

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Collateral Agent

By: 
Name: _____
Title: Duly Authorized Signatory

Michael D. TerHorst
Duly Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>SERIAL/REG. NO</u>	<u>FILING/REG. DATE</u>	<u>OWNER</u>
GORTITE	U.S.	App 73530766 Reg 1365594	App 05-APR-1985 Reg 15-OCT-1985	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
GORTRAC	U.S.	App 73625931 Reg 1440462	App 20-OCT-1986 Reg 26-MAY-1987	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
GORTUBE	U.S.	App 73629021 Reg 1442719	App 06-NOV-1986 Reg 16-JUN-1987	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
LIFTGARD	U.S.	App 86368201	App 15-AUG-2014	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
NYLATRAC	U.S.	App 78648359 Reg 3210278	App 10-JUN-2005 Reg 20-FEB-2007	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
NYLATUBE	U.S.	App 73625906 Reg 1452124	App 20-OCT-1986 Reg 11-AUG-1987	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
POLYCLUTCH	U.S.	App 73750847 Reg 1547987	App 09-SEP-1988 Reg 18-JUL-1989	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
STEELFLEX	U.S.	App 73658481 Reg 1489035	App 01-MAY-1987 Reg 24-MAY-1988	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
SURE-SPRING	U.S.	App 75361940 Reg 2421700	App 23-SEP-1997 Reg 16-JAN-2001	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
TELAFLEX	U.S.	App 73625916 Reg 1441810	App 20-OCT-1986 Reg 09-JUN-1987	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.
VULCA SEAL	U.S.	App 73625900 Reg 1447145	App 20-OCT-1986 Reg 14-JUL-1987	A&A MANUFACTURING CO., INC., n/k/a DYNATECT MANUFACTURING, INC.