

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Erin Engineering and Research Inc.		05/01/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 South Charles Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3125887	PARAGON	
Registration Number:	3141238	ATLAS	
Registration Number:	2925516	IERIN	
Registration Number:	2764672	IERIN	
Registration Number:	2369762	ERIN	
Registration Number:	1421521	ERIN	
CORRESPONDENCE DATA			
Fax Number:	3125693491		
<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:	312-569-1491		
Email:	jeffrey.baravetto@dbr.com, linda.prainito@dbr.com		
Correspondent Name:	Drinker Biddle & Reath LLP		
Address Line 1:	191 North Wacker Drive, Suite 3700		
Address Line 2:	c/o Jeffrey T. Baravetto, Esq.		
Address Line 4:	Chicago, ILLINOIS 60606-1698		
ATTORNEY DOCKET NUMBER:	505994		
NAME OF SUBMITTER:	Jeffrey T. Baravetto		
SIGNATURE:	/Jeffrey T. Baravetto/		

CH \$165.00 3125887

DATE SIGNED:	05/01/2015
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of May 1, 2015, by **ERIN ENGINEERING AND RESEARCH INC.**, a California corporation, having a mailing address at 2001 North Main Street, Suite 510, Walnut Creek, California 94596, and having an organizational number of C1140947 (“**Grantor**”), in favor of **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation, having a mailing address at 25 South Charles Street, Baltimore, Maryland 21201, in capacity as the Administrative Agent for the Lenders (as defined below) (“**Secured Party**”).

WHEREAS, on the date hereof, the Grantor has become a Debtor under that certain Security Agreement dated as of May 24, 2011, by and among Hughes Associates, Hughes Rolf Jensen Holding Company (f/k/a Hughes Holding Company), Secured Party, and the other parties named therein, as supplemented by those certain Joinder and Reaffirmation Agreements dated June 27, 2014 and March 31, 2015 (as so supplemented and as the same may be amended, restated, supplemented or otherwise modified or replaced from time to time, the “**Security Agreement**”).

WHEREAS, pursuant to the Security Agreement the Grantor has granted a security interest in certain property, including, without limitation, certain Trademarks of the Grantor to the Secured Party and the Grantor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office; and

WHEREAS, the Trademark Collateral described in this Agreement is part of the Collateral described in the Security Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Secured Party:

ARTICLE I CONSTRUCTION AND DEFINED TERMS

Section 1.01. *Article and Section Headings.* Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. Unless otherwise expressly stated in this Agreement, references in this Agreement to Sections shall be read as Sections of this Agreement. Terms used in this Agreement shall be applicable to the singular and plural, and references to gender shall include all genders.

Section 1.02. *Security Agreement Defined Terms.* Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as in the Security Agreement, which definitions are incorporated herein by reference. Capitalized

terms that are not defined in this Agreement or the Security Agreement, shall have the same definitions as in the Loan Agreement (as defined in the Security Agreement).

Section 1.03. *Defined Terms.* Unless otherwise stated in this Agreement, capitalized terms used in this Agreement shall have the following meanings.

“**Core Trademark Collateral**” As defined in Section 2.01.

“**Trademark Collateral**” As defined in Section 2.01.

“**Property**” Any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

“**Scheduled Trademarks**” Grantor’s Trademarks, and any filings, registrations and applications for, any thereof, listed on **Schedule 1**.

“**Security Agreement**” As defined on the first page of this Agreement.

ARTICLE II

COLLATERAL ASSIGNMENT; SECURITY INTEREST; LICENSE

Section 2.01. *Collateral Assignment; Security Interest.* To further secure the full and timely payment, performance and satisfaction of the Obligations, and without limiting the legal operation and effect of any other Credit Document, Grantor hereby collaterally assigns to Secured Party, and grants to Secured Party a security interest in, all of Grantor’s now owned and hereafter acquired, created or arising Property described below (referred to herein as “**Trademark Collateral**”):

(a) All of Grantor’s Trademarks, including but not limited to the Scheduled Trademarks, and any filings, registrations and recordings of, and applications for, any thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), and (i) the goodwill associated with any of the foregoing, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (the Property described in this clause (a) being referred to herein as the “**Core Trademark Collateral**”).

Section 2.02. *Supplement to Security Agreement.* This Agreement has been entered into in connection with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement.

ARTICLE III
GENERAL PROVISIONS

Section 3.01. *Successors and Assigns.* This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) be binding upon Grantor and its successors and assigns, and (ii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and Secured Party's successors, transferees and assigns. This Agreement may not be assigned by Grantor without the prior written consent of Secured Party.

Section 3.02. *Filing, Registering, Recording.* This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interests herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement. The Grantor shall pay all of the Secured Party's costs and expenses of filing, registering or recording this Agreement.

Section 3.03. *Counterparts.* This Agreement may be executed in counterparts and each shall be effective as an original, and a telecopy of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement.

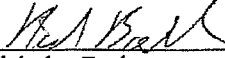
Section 3.04. *Governing Law.* This Agreement shall, except to the extent that federal law or laws of another state apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of Maryland, without regard to conflicts of law principles.

[Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor has executed and delivered this Agreement as of the day and year first above written.

GRANTOR:

ERIN ENGINEERING AND RESEARCH INC.

BY: 
Name: Nicholas Barker
Title: Vice President, Treasurer and Assistant Secretary

Attachments:

Schedule 1 (Trademarks)

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

U.S Trademark Registrations:

SERIAL NUMBER	REGISTRATION NUMBER	WORK MARK
78543906	3125887	PARAGON
78521593	3141238	ATLAS
75943906	2925516	IERIN
75983308	2764672	IERIN
75412592	2369762	ERIN
73577852	1421521	ERIN