

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341456

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|---|---------------------------------|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VIBRATION MOUNTINGS & CONTROLS, INC. | | 05/07/2015 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | EAST WEST BANK | | |
| Street Address: | 555 Montgomery Street, 10th Fl. | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94111 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 11 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3357310 | DURULENE | |
| Registration Number: | 3452960 | DURULENE | |
| Registration Number: | 0706599 | KORFUND | |
| Registration Number: | 1053205 | KORFUND | |
| Registration Number: | 2943345 | KORFUND | |
| Registration Number: | 0706598 | KORFUND | |
| Registration Number: | 3795011 | TELECURB | |
| Registration Number: | 3443637 | THE POWER OF TOGETHER | |
| Registration Number: | 3443635 | THE VMC GROUP | |
| Registration Number: | 3478499 | VMC | |
| Registration Number: | 3443636 | VMC | |
| 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: | 973-443-3572 | | |
| Email: | ameliom@gtlaw.com | | |
| Correspondent Name: | Joseph Agostino | | |
| Address Line 1: | 200 Park Avenue | | |

CH \$290.00 3357310

| | |
|---|--------------------------------|
| Address Line 4: | Florham Park, NEW JERSEY 07932 |
| ATTORNEY DOCKET NUMBER: | 148986.011800 |
| NAME OF SUBMITTER: | Joseph Agostino |
| SIGNATURE: | /Joseph Agostino/ |
| DATE SIGNED: | 05/15/2015 |
| Total Attachments: 4 source=EXECUTED - Trademark Security Agreement (3)#page1.tif source=EXECUTED - Trademark Security Agreement (3)#page2.tif source=EXECUTED - Trademark Security Agreement (3)#page3.tif source=EXECUTED - Trademark Security Agreement (3)#page4.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 May 7, 2015, is made by **VIBRATION MOUNTINGS & CONTROLS, INC.**, a New Jersey corporation (the "*Grantor*"), in favor of EAST WEST BANK, a California bank located at 555 Montgomery Street, 10th floor, San Francisco, California 94111 (the "*Lender*").

WHEREAS, the Grantor owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor and the Lender are parties to a Credit Agreement of even date herewith (as the same maybe amended from time to time, the "*Credit Agreement*");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "*Security Agreement*"), among the Grantor and the Subsidiaries of the Grantor from time to time party thereto, as debtors, and the Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the "*Grantee*"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Intellectual Property (as defined in the Security Agreement), whether currently existing or hereafter arising or acquired, including without limitation all trademarks and registrations thereof and all trademark licenses, together with the goodwill of the business symbolized by such trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether currently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business

connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and

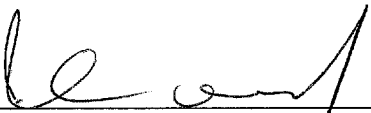
(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration including, without limitation, any trademark or trademark registration referred to in Schedule 1 annexed hereto, and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

[Signature Page Follows]

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

VIBRATION MOUNTINGS & CONTROLS,
INC.

By: 
Name: John Wilson, Jr.
Title: Chief Executive Officer

[Signature Page to VMC Trademark Security Agreement]

TRADEMARK
REEL: 005517 FRAME: 0318

**Schedule 1
to
Trademark Security Agreement
Dated as of May 7, 2015**

U.S. TRADEMARK REGISTRATIONS

| <u>Registration Number</u> | <u>Date of Registration</u> | <u>Description</u> |
|----------------------------|-----------------------------|-----------------------|
| 3,357,310 | 12/18/2007 | DURULENE |
| 3,452,960 | 06/24/2008 | DURULENE |
| 706,599 | 11/01/1960 | KORFUND |
| 1,053,205 | 11/23/1976 | KORFUND |
| 2,943,345 | 04/26/2005 | KORFUND |
| 706,598 | 11/01/1960 | KORFUND & Des. |
| 3,795,011 | 05/25/2010 | TELECURB |
| 3,443,637 | 06/10/2008 | THE POWER OF TOGETHER |
| 3,443,635 | 06/10/2008 | THE VMC GROUP |
| 3,478,499 | 08/05/2008 | VMC (stylized) |
| 3,443,636 | 06/10/2008 | VMC (logo) |

TRADEMARK LICENSES

None

TRADEMARK APPLICATIONS

None