

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM360646

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MW INDUSTRIES, INC.		10/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4754799	ENGINEERED SPRING PRODUCTS	
<b>Registration Number:</b>	4610905	EMPOWERING INNOVATION. ENGINEERING VALUE	
<b>Registration Number:</b>	4764989	EMPOWERING INNOVATION. ENGINEERING VALUE	
<b>Serial Number:</b>	86669959	H HELICAL PRODUCTS COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312.577.8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-438		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	10/30/2015		
<b>Total Attachments: 5</b>			
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source=Trademark Security Agreement (MW Industries)#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2015, is made by the undersigned ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of March 27, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the other Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and Antares Capital LP, as Revolver Agent for the Revolving Lenders (each as defined in the Credit Agreement referred to below), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of June 15, 2011 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") and reaffirmed pursuant to that certain Master Reaffirmation Agreement dated as of March 27, 2013, to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to continue to make the Loans and other financial accommodations available to the Borrowers under the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its United States Trademarks (other than Trademarks that are Excluded Property) and all IP Licenses (other than IP Licenses that are Excluded

Property) providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

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

Very truly yours,

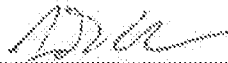
MW INDUSTRIES, INC., a Delaware corporation, as Grantor

By: *William H. Morrison*  
Name: *William H. Morrison*  
Title: *Chief Executive Officer*

Trademark Security Agreement (MWI)

ACCEPTED AND AGREED  
as of the date first above written:

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

By:   
Name: James M. Urbates  
Title: Authorized Signatory

Trademark Security Agreement (MW1)

**TRADEMARK**  
**REEL: 005657 FRAME: 0142**

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

REGISTERED UNITED STATES TRADEMARKS

Owner/Registrant	Trademark	Application Number	Registration Number	Registration Date
MW Industries, Inc.	ENGINEERED SPRING PRODUCTS	86388259	4754799	September 8, 2014
MW Industries, Inc.	EMPOWERING INNOVATION. ENGINEERING VALUE.	85982362	4610905	September 23, 2014
MW Industries, Inc.	EMPOWERING INNOVATION. ENGINEERING VALUE.	85914165	4764989	June 30, 2015

UNITED STATES TRADEMARK APPLICATIONS

Owner/Registrant	Trademark	Application Number	Application Date
MW Industries, Inc.	H HELICAL PRODUCTS COMPANY	86669959	June 22, 2015