

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM360650

<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>
PRECISION MANUFACTURING GROUP, LLC		10/30/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
<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: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2302537	SERVOMETRIC	
<b>Registration Number:</b>	2243424	INTERCONNECTRIC	
<b>Registration Number:</b>	1512138	S	
<b>Registration Number:</b>	1534977	S	
<b>Registration Number:</b>	2577054	SERVOMETER	
<b>Registration Number:</b>	2458349	SERVOMETER	
<b>Registration Number:</b>	1513179	SERVOMETER	
<b>Registration Number:</b>	1507507	SERVOMETER	
<b>Registration Number:</b>	1454895	SERVO-TORQUE	
<b>Registration Number:</b>	1453944	SERVO-FLEX	
<b>Registration Number:</b>	3567346	BELLOWSTECH	
<b>Registration Number:</b>	3642457	S	
<b>Serial Number:</b>	86530491	S	
<b>Serial Number:</b>	86571615	FLEXNICKEL	
<b>Serial Number:</b>	86571619	FLEXNICKEL	
<b>Serial Number:</b>	86551300		
<b>Serial Number:</b>	86553562	BELLOWSTECH A SERVOMETER COMPANY	

CH \$440.00 2302537

**CORRESPONDENCE DATA****Fax Number:**

*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:** 312.577.8574**Email:** humberto.aquino@kattenlaw.com**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN**Address Line 1:** 525 WEST MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	207170-438
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<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
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<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
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<b>DATE SIGNED:</b>	10/30/2015
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**Total Attachments: 5**

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## 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,

**PRECISION MANUFACTURING GROUP,  
LLC**, a New Jersey limited liability company, as  
Grantor

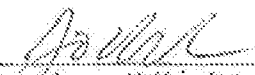
By: 

Name: William H. Marcum

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: James H. Urbates  
Title: Duly Authorized Signatory

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

REGISTERED UNITED STATES TRADEMARKS

Trademark	Serial Number	Registration Number	Registration Date
SERVOMETRIC	75326849	2302537	December 21, 1999
INTERCONNECTRIC	75275059	2243424	May 4, 1999
S & Design	73713452	1512138	November 8, 1988
S & Design	73637631	1534977	April 18, 1989
SERVOMETER	75748784	2577054	June 11, 2002
SERVOMETER	75748790	2458349	June 5, 2001
SERVOMETER	73712463	1513179	November 15, 1988
SERVOMETER	73712437	1507507	October 4, 1988
SERVO-TORQUE	73638282	1454895	September 1, 1987
SERVO-FLEX	73638263	1453944	August 25, 1987
BELLOWSTECH	77502013	3567346	January 27, 2009
S LOGO	77550717	3642457	June 23, 2009

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date
S & Design	86/530,491	February 10, 2015
FLEXNICKEL	86/571,615	March 20, 2015
FLEXNICKEL	86/571,619	March 20, 2015
MISCELLANEOUS DESIGN (Design of a Circle of Waves)	86/551,300	March 3, 2015
BELLOWSTECH A SERVOMETER COMPANY & Design	86/553,562	March 4, 2015