

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OFS APG ACQUISITION COMPANY, LLC		10/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	5757 Memorial Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77007		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3849733	A ALLIED POWER GROUP	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	3134-1827		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	11/12/2015		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this agreement, together with all amendments, restatements and modifications, this "Agreement"), dated as of October 30, 2015, made by OFS APG ACQUISITION COMPANY, LLC, a Delaware limited liability company ("Debtor"), in favor of COMERICA BANK, a Texas banking association ("Secured Party").

BACKGROUND.

Secured Party, as Lender, and Debtor, as Borrower, entered into the Credit Agreement of even date herewith (such agreement, together with all amendments, restatements and other modifications thereto, the "Credit Agreement").

In connection with the Credit Agreement, and to secure its obligations under the Credit Agreement, Debtor granted to the Secured Party, a security interest in the entire right, title, and interest of Debtor in and to certain property of Debtor, whether now or hereafter existing, owned, arising or acquired, pursuant to the terms of that certain Security Agreement dated of even date herewith by and between Debtor and the Secured Party (such agreement, together with all amendments, restatements and other modifications thereto, the "Security Agreement").

It is the intention of the parties hereto that this Agreement create a first priority security interest in property of Debtor in favor of Secured Party securing the payment and performance of the Indebtedness.

It is a condition precedent to the effectiveness of the Credit Agreement that Debtor shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, Debtor hereby agrees with the Secured Party, as follows:

AGREEMENT

Debtor and Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"Patent Office" means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, Debtor hereby assigns, transfers, conveys, and grants to the Secured Party a security interest in and mortgage upon all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral");

(i) All of Debtor's present and future Copyrights, including, without limitation, those listed in Exhibit A to this Agreement;

(ii) All of Debtor's present and future Patents, including, without limitation, those listed in Exhibit B to this Agreement;

(iii) All of Debtor's present and future Trademarks, including, without limitation, those listed in Exhibit C to this Agreement;

(iv) All of Debtor's right, title and interest in and to any and all present and future Licenses with respect to the Copyrights, the Patents, and the Trademarks;

(v) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights, the Patents, and the Trademarks; and

(vi) All cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement and Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured

Party under the Credit Agreement and the other Loan Documents. 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 Credit Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Copyrights. A true and correct list of all of Debtor's United States Copyrights is set forth in Exhibit A.

(b) Patents. A true and correct list of all of Debtor's United States Patents is set forth in Exhibit B.

(c) Trademarks. A true and correct list of all of Debtor's United States Trademarks is set forth in Exhibit C.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the Copyright Office, the Patent Office, or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the Copyright Office or the Patent Office, as applicable, at the expense of Debtor in accordance with the terms and conditions of the Credit Agreement. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in the appropriate UCC filing office. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall promptly notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. Debtor shall give Secured Party prompt notice of any additional United States Copyrights, Patents or Trademarks after the date hereof. Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Exhibits A, B or C, as applicable, to include any future United States Copyrights, Patents, and Trademarks of Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A, B or C shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Exhibits A, B or C.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Neither Secured Party nor Debtor may assign, transfer, hypothecate or otherwise

convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Texas, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Texas.

SECTION 9. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Exhibits hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Exhibits hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement or any other Loan Document, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement and the other Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic copy shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic copy shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Indebtedness, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Copyright Office or the Patent Office, as applicable.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party

shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor and the Secured Party have executed this Agreement as of the date first above written.

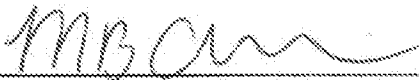
DEBTOR:

OFS APG ACQUISITION COMPANY, LLC,
a Delaware limited liability company

By: 
Jerad McMayon
Manager

SECURED PARTY:

COMERICA BANK,
a Texas banking association

By: 
Mary Beth Allcorn
Relationship Manager

Address for Notices: 5757 Memorial Drive
Houston, Texas 77007
Telephone No.: (713) 507-2057
Attention: Mary Beth Allcorn
E-mail: mballcorn@comerica.com

EXHIBIT A

Copyrights

None.


EXHIBIT B

Patents

PATENT	STATUS	OWNER/ASSIGNEE
Application Serial No. 14/228,599, filed March 28, 2014 entitled "Repair of a Gas Turbine Component"	Pending	OFS APG Acquisition Company, LLC

EXHIBIT C

Trademarks

Mark	Status	Owner
 The logo for Allied PowerGroup features a stylized graphic of three curved lines on the left, followed by the word "Allied" in a bold, sans-serif font, and "PowerGroup" in a smaller, regular sans-serif font below it.	Registration No.: 3,849,733, registered September 21, 2010	OFS APG Acquisition Company, LLC