

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367063

| | | | |
|---|------------------------|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bearings & Drives, Inc. | | 12/23/2015 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank | | |
| Street Address: | 606 Cherry Street | | |
| City: | Macon | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 31201 | | |
| Entity Type: | CORPORATION: GEORGIA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2782813 | SCALE SYSTEMS | |
| Registration Number: | 2789488 | BEARINGS AND DRIVES | |
| Registration Number: | 2807197 | B&D INDUSTRIAL | |
| Registration Number: | 2807198 | B&D SERVICE | |
| Registration Number: | 4644219 | B&D TECHNOLOGIES | |
| Registration Number: | 4768464 | SCALTRAK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048738501 | | |
| <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: | 404-870-5617 | | |
| Email: | susan.lake@agg.com | | |
| Correspondent Name: | Susan Lake, Paralegal | | |
| Address Line 1: | 171 17th Street | | |
| Address Line 2: | Arnall Golden Gregory | | |
| Address Line 4: | Atlanta, GEORGIA 30363 | | |
| ATTORNEY DOCKET NUMBER: | 14686-222 | | |
| NAME OF SUBMITTER: | Susan Lake | | |
| SIGNATURE: | /Susan Lake/ | | |
| DATE SIGNED: | 12/28/2015 | | |

CH \$165.00 2782813

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2015, is made by the entity identified on the signature page hereto as Grantor (the "Grantor"), in favor of SunTrust Bank (the "Lender") in connection with the Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among B & D INDUSTRIAL, INC., a Georgia corporation ("B&D"), BEARINGS & DRIVES, INC., a Georgia corporation ("Bearings"), SCALE SYSTEMS, INC., a Georgia corporation ("Scale Systems"), and together with B&D and Bearings, collectively, the "Borrowers") and Lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, Lender has agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Lender (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of Borrowers; 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 Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to Borrowers thereunder, Grantor hereby agrees with Lender 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 pledges and assigns as security to Lender for the benefit of the Secured Parties, and grants to Lender 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 (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 Lender pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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 its Trademarks and Trademarks 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 Georgia.

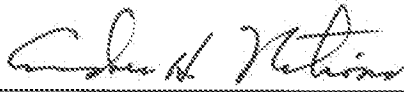
Section 7. Termination. This Trademark Security Agreement and the grant of a security interest in this Trademark Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Secured Obligations have been paid in full and all Commitments have been terminated, whereupon this Trademark Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and Lender shall, at the written request and the expense of Borrowers, promptly release, reassign and transfer the Trademark Collateral to Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

[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,

BEARINGS & DRIVES, INC.
a Georgia corporation
as Grantor

By: 
Name: Andrew H. Nations
Title: President

[Signatures continue on following page]

ACKNOWLEDGMENT OF GRANTOR

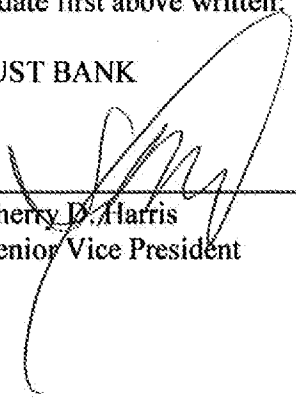
State of CA)
County of Bibb)ss.

On this 23rd day of December, 2015 before me personally appeared Andrew H. Nations, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bearings & Drives, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK

By: 
Name: Sherry D. Harris
Title: Senior Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 005696 FRAME: 0580

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark | Registration/ Serial No. | Registration/ Filing Date |
|---------------------|-----------------------------|------------------------------|
| Scale Systems | 2782813 | 11/11/2003 |
| Bearings and Drives | 2789488 | 12/02/2003 |
| B&D Industrial | 2807197 | 01/20/2004 |
| B&D Service | 2807198 | 01/20/2004 |
| B&D Technologies | 4644219 | 11/25/2014 |
| Scaltrak | 4768464 | 07/07/2015 |

2. TRADEMARK APPLICATIONS

None

3. TRADEMARK LICENSES

None