

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM367550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIAD MANUFACTURING, INC.		12/28/2015	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as collateral agent		
Street Address:	1100 North Market Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3720798	TRIAD MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049111-0026		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/30/2015		
Total Attachments: 5			
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OP \$40.00 3720798

This TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2015 (this "Agreement"), between TRIAD MANUFACTURING, INC., a Missouri Corporation (the "Grantor") and Wilmington Trust, National Association, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to that certain Guarantee and Security Agreement, dated of even date herewith (as amended, amended and restated, waived, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit and provide other financial accommodations to the Grantor subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented and/or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to provide loans, advances and other financial accommodations are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the Lenders' providing loans, advances and other financial accommodations to the Grantor pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to provide such financial accommodations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to such terms in the Security Agreement. The rules of construction specified in the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned by the Grantor or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing and all registrations and applications for registration thereof, including those listed on Schedule I (the "Trademarks");

(b) all extensions and renewals thereof;

(c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;

(d) all rights to any past, present or future claims or causes of actions arising out of or related to any infringement, dilution, misappropriation or other violation of any of the foregoing;

(e) all rights to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to the foregoing; and

(f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Recordation. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 5. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


* * *

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Triad Manufacturing, Inc.
4321 Semple Avenue
St. Louis, Missouri 63120
Attn:
Fax No.:
Email:

TRIAD MANUFACTURING, INC.

By 
Name: Jeff Finkelstein
Title: Chief Financial Officer

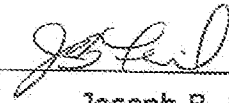
Wilmington Trust, National Association
1100 North Market Street
Wilmington, DE 19890
Attn: Joseph B. Feil,
Phone: 302 636 6466
Fax No.: (302) 636-4145,
Email: jfeil@wilmingtontrust.com

Acknowledged:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By

Name:
Title:




Joseph B. Feil
Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005699 FRAME: 0624

Schedule I

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
TRIAD MANUFACTURING 	77579049 9/25/2008	3720798 12/8/2009	Registered	Triad Manufacturing, Inc