

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novaria Holdings, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Novaria Fastening Systems, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Fitz Aerospace, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
John Hassall, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Novaria Surfaces & Structures, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Weatherford Aerospace, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
V&M Aerospace, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Novaria Component Solutions, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Ferco Aerospace Group, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
Ferco Tech, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
L&E Engineering, LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
GGF Acquire Co., LLC		01/04/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	1508 West Mockingbird Lane		
Internal Address:	MC6583		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75235		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 9			

OP \$240.00 4073390

Property Type	Number	Word Mark
Registration Number:	4073390	FERCO AEROSPACE GROUP
Registration Number:	0554340	ESNA
Registration Number:	0574202	ELASTIC STOP
Registration Number:	0611674	
Registration Number:	0620669	
Registration Number:	0724118	
Registration Number:	0784259	THE RED NYLON RING OF RELIABILITY
Registration Number:	0819775	ESLOK
Registration Number:	1046680	COLLARLOK

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349300121

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	01/05/2016

Total Attachments: 9

source=Novaria -- executed Trademark Security Agreement (2)#page1.tif
source=Novaria -- executed Trademark Security Agreement (2)#page2.tif
source=Novaria -- executed Trademark Security Agreement (2)#page3.tif
source=Novaria -- executed Trademark Security Agreement (2)#page4.tif
source=Novaria -- executed Trademark Security Agreement (2)#page5.tif
source=Novaria -- executed Trademark Security Agreement (2)#page6.tif
source=Novaria -- executed Trademark Security Agreement (2)#page7.tif
source=Novaria -- executed Trademark Security Agreement (2)#page8.tif
source=Novaria -- executed Trademark Security Agreement (2)#page9.tif

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of January 4, 2016, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Amended, Restated and Consolidated Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among the Novaria Holdings, LLC and the other borrowers listed on Schedule 1.1 attached hereto, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Amended and Restated Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.2 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.2** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.2 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is

continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTORS:

NOVARIA HOLDINGS, LLC

By: B. D. Perkins
Name: Bryan D. Perkins
Title: President

NOVARIA FASTENING SYSTEMS, LLC

By: B. D. Perkins
Name: Bryan D. Perkins
Title: Manager

FITZ AEROSPACE, LLC

By: B. D. Perkins
Name: Bryan D. Perkins
Title: Manager

JOHN HASSALL, LLC

By: B. D. Perkins
Name: Bryan D. Perkins
Title: Manager

NOVARIA SURFACES & STRUCTURES, LLC

By: B. D. Perkins
Name: Bryan D. Perkins
Title: Manager

WEATHERFORD AEROSPACE, LLC

By: B. D. Perkins
Name: Bryan D. Perkins
Title: Manager

V&M AEROSPACE, LLC

By: B. D. P.
Name: Bryan D. Perkins
Title: Manager

NOVARIA COMPONENT SOLUTIONS, LLC

By: B. D. P.
Name: Bryan D. Perkins
Title: Manager

FERCO AEROSPACE GROUP, LLC

By: B. D. P.
Name: Bryan D. Perkins
Title: Manager

FERCO TECH, LLC

By: B. D. P.
Name: Bryan D. Perkins
Title: Manager

L&E ENGINEERING, LLC


By: B. D. P.
Name: Bryan D. Perkins
Title: Manager

GGF ACQUIRE CO., LLC

By: B. D. P.
Name: Bryan D. Perkins
Title: Manager

SECURED PARTY:

COMERICA BANK, as Agent

By: 
Name: August Knight
Title: Vice President

SCHEDULE 1.1

Borrowers:

Novaria Holdings, LLC
Novaria Fastening Systems, LLC
Fitz Aerospace, LLC
John Hassall, LLC
Novaria Surfaces & Structures, LLC
Weatherford Aerospace, LLC
V&M Aerospace, LLC
Novaria Component Solutions, LLC
Ferco Aerospace Group, LLC
Ferco Tech, LLC
L&E Engineering, LLC
GGF Acquire Co., LLC

SCHEDULE 1.2

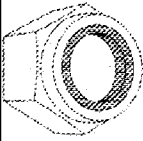


TRADEMARK COLLATERAL

Ferco

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner	Security Interests
FERCO AEROSPACE GROUP	85/274676	3/23/11	4,073,390	12/20/11	Ferco Tech Corporation	None

ESNA

Mark	U.S. Reg. No.	Owner / Registrant	Goods	Status
ESNA	554,340	MacLean-Fogg Component Solutions, L.L.C.	Nuts, bolts, clips, clamps, metal bushings, screws and metal brackets; and fastening units, namely, nuts and bolts, in combination with metal channels and/or brackets, and/or baskets for joining and fastening adjoining metallic parts	LIVE Renewal due 2/5/2022
ELASTIC STOP	574,202	MacLean-Fogg Component Solutions, L.L.C.	Lock nuts	LIVE Renewal due: 5/12/2023
Red Collar Design	611,674	MacLean-Fogg Component Solutions, L.L.C.	Lock nuts	LIVE Renewal due 9/6/2025

Mark	U.S. Reg. No.	Owner / Registrant	Goods	Status
				
Red Collar Design 	620,669	MacLean-Fogg Component Solutions, L.L.C.	Lock nuts	LIVE Renewal due 2/7/2016
Red Collar Design 	724,118	MacLean Industrial, L.L.C.	Lock nuts	LIVE Renewal due 11/21/2021
The Red Nylon Ring of Reliability and Design <small>MacLean-Fogg Component Solutions, L.L.C.</small>	784,259	MacLean-Fogg Component Solutions, L.L.C.	Lock nuts	LIVE Renewal due 8/2/2015
ESLOK	819,775	MacLean-Fogg Component Solutions, L.L.C.	Self-locking and self-sealing screw threaded devices	LIVE Renewal due 12/6/2016
COLLARLOK	1,046,680	MacLean-Fogg Component Solutions, L.L. C.	Fasteners	LIVE Renewal due 8/24/2016