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ETAS ID: TM368294

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triad Manufacturing, Inc.		12/28/2015	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	PNC Bank, National Association		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3720798	TRIAD MANUFACTURING

CORRESPONDENCE DATA

Fax Number: 218325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-15110
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	01/07/2016

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2015 (this "Agreement"), between TRIAD MANUFACTURING, INC., a Missouri corporation (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the "Agent").

Reference is made to that certain Revolving Credit and Security Agreement, dated of even date herewith, by and among the Grantor, the Lenders and the Agent (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit and provide other financial accommodations to the Grantor subject to the terms and conditions set forth in 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. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement. The rules of construction specified in the Credit 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 hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned of 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 <u>Schedule I</u> hereto (the "<u>Trademarks</u>");
 - (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;

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- (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. <u>Security Agreement</u>. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Credit 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 Credit Agreement, the terms of the Credit Agreement shall govern.
- SECTION 4. <u>Recordation</u>. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.
- SECTION 5. <u>Governing Law.</u> THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.
- SECTION 6. <u>Counterparts</u>. 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.
- SECTION 7. <u>JURY TRIAL WAIVER</u>. 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	TRIAD MANUFACTURING, INC.
St. Louis, Missouri 63120	
Attn:	
Fax No.:	By
Email:	Name: Jeff Finkelstein
	Title: Chief Financial Officer

Schedule I

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

RECORDED: 01/07/2016