

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEP NVH OpCo, LLC		02/25/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZB, N.A., as Agent		
Doing Business As:	Zions First National Bank		
Street Address:	One South Main Street, Suite 300		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86900442	AAI APPLIED ACOUSTICS INTERNATIONAL WE E	
Serial Number:	86888065	APPLIED ACOUSTICS INTERNATIONAL	
Serial Number:	86888058	AAI APPLIED ACOUSTICS INTERNATIONAL	
Serial Number:	86887869	WE ENGINEER QUIET	
Registration Number:	3491142	UGN SOUND SOLUTIONS FOR THE AUTOMOTIVE I	
CORRESPONDENCE DATA			
Fax Number:	2138960400		
<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:	213-891-5604		
Email:	aarnelle@buchalter.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	1000 Wilshire Blvd. Ste. 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	Z5917-0009		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		
DATE SIGNED:	03/11/2016		

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 25th day of February 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and ZB, N.A. dba Zions First National Bank, in its capacity as contractual representative for itself and the other Lenders (“Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 1, 2016 (as may be amended or restated from time to time, the “*Credit Agreement*”), entered into by and among AEP NVH OPCO, LLC, a Delaware limited liability company (“*AEP*”), and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum (AEP and such other Subsidiaries are sometimes individually referred to herein as a “*Borrower*” and collectively referred to herein as “*Borrowers*”), Lenders, and Agent, Agent and Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Agent and Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the ratable benefit of Lenders and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on *Schedule I*;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

Provided that the Trademark Collateral does not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, Lenders and the Bank Product Providers, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending *Schedule I* to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on *Schedule I*.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of

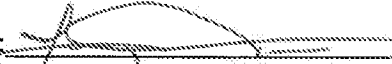
transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

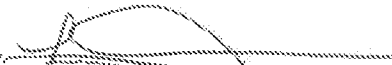
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AEP NVH OpCo, LLC

By: 
Name: Larry Tate
Title: Vice President

AEP NVH Intermediate, LLC

By: 
Name: Larry Tate
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ZB, N.A. dba Zions First National Bank

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

AEP NVH OpCo, LLC

By: _____

Name: _____

Title: _____

AEP NVH Intermediate, LLC

By: _____


Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ZB, N.A. dba Zions First National Bank


By:  _____

Name: Rob McGee

Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/Registration No.</u>	<u>App/Reg Date</u>
AEP NVH OpCo, LLC	United States		86900442	February 8, 2016
AEP NVH OpCo, LLC	United States	APPLIED ACOUSTICS INTERNATIONAL	86888065	January 27, 2016
AEP NVH OpCo, LLC	United States	AAI APPLIED ACOUSTICS INTERNATIONAL	86888058	January 27, 2016
AEP NVH OpCo, LLC	United States	WE ENGINEER QUIET	86887869	January 27, 2016

Trade Names

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trade Name</u>	<u>Application/Registration No.</u>	<u>App/Reg Date</u>
AEP NVH OpCo, LLC	Delaware	Applied Acoustics International	N/A	February 18, 2016
AEP NVH OpCo, LLC	Illinois	Applied Acoustics International	05525047	February 18, 2016
AEP NVH OpCo, LLC	Michigan	Applied Acoustics International	D9461P	February 18, 2016

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

In connection with the Transaction, AEP NVH OpCo, LLC entered into an agreement with U.G.N., Inc. (“Seller”) whereby Seller licensed the use of the following trademark to AEP NVH OpCo, LLC for a period of three (3) months from the Closing Date:

<u>Owner</u>	<u>Country</u>	<u>Mark</u>	<u>Application/Registration No.</u>	<u>App/Reg Date</u>
U.G.N., Inc.	United States	UGN SOUND SOLUTIONS FOR THE AUTOMOTIVE INDUSTRY	3491142	March 29, 2007 August 26, 2008