

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vektek LLC		05/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC, as Administrative Agent		
Street Address:	6 East 43rd street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	73641125	VEKTORFLO	
Serial Number:	73641122	VEKTOR FLO V	
Serial Number:	73641121	V VEKTEK	
Serial Number:	73641120		
CORRESPONDENCE DATA			
Fax Number:	6175743518		
<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:	6175743518		
Email:	smordas@goulstonstorrs.com		
Correspondent Name:	Stacey A. Mordas		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Stacey A Mordas		
SIGNATURE:	/s/ Stacey A Mordas		
DATE SIGNED:	05/18/2016		
Total Attachments: 5			
source=trademark#page1.tif			
source=trademark#page2.tif			

OP \$115.00 73641125

source=trademark#page3.tif

source=trademark#page4.tif

source=trademark#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of May 11, 2016 is made by VEKTEK LLC, a Delaware limited liability company ("Grantor") in favor of ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement ("Agent") (as defined in the Collateral Agreement referenced below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Vektek Holdings, LLC, a Delaware limited liability company, as the initial borrower (prior to the Conversion, the "Borrower"; after the Conversion, the Borrower will be Vektek LLC, a Delaware limited liability company), the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders have agreed to extend credit and make certain financial accommodations to Borrower;

WHEREAS, in connection with the Credit Agreement, Grantor, the other Loan Parties and Agent are entering into that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Secured Parties, this 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all renewals relating to the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "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; provided further, that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by Agent and Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[signature pages follow]

The undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


GRANTOR:

VEKTEK LLC, a Delaware limited liability company

By: Frederic W. Reisner
Name: Frederic W. Reisner
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

ABACUS FINANCE GROUP, LLC, as Agent

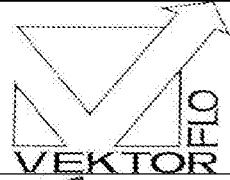

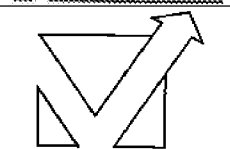
By:  _____

Name: Eric Petersen

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks for the Grantor:

Grantor	Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Jurisdiction
Borrower	VEKTORFLO	73/641,125 01/27/1987	1,453,950 08/25/1987	Renewed	United States
Borrower		73/641,122 01/27/1987	1,453,949 08/25/1987	Renewed	United States
Borrower		73/641,121 01/27/1987	1,454,898 09/01/1987	Renewed	United States
Borrower		73/641,120 01/27/1987	1,454,897 09/01/1987	Renewed	United States