

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391343

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Day & Zimmermann, Inc		07/07/2016	Corporation: MARYLAND
The Atlantic Group, Inc.		07/07/2016	Corporation: VIRGINIA
Day & Zimmermann International, Inc.		07/07/2016	Corporation: PENNSYLVANIA
SOC LLC		07/07/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	One Logan Square
Internal Address:	130 North 18th Street, Suite 1310
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	banking corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1153361	DZ
Registration Number:	2431590	WE DO WHAT WE SAY
Registration Number:	2431591	WE DO WHAT WE SAY
Registration Number:	2706038	WE DO WHAT WE SAY
Registration Number:	2943328	NPS
Registration Number:	1686654	NPS
Registration Number:	4330536	EXPERTISE. DISCRETION. RESULTS.
Registration Number:	4330537	SOC
Registration Number:	2353422	ACC-U-CLEAN
Registration Number:	1632137	CRADLE-LOCK
Registration Number:	2238365	S-FLEX

CORRESPONDENCE DATA

Fax Number: 2126311241

TRADEMARK

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: 2127143079
Email: trademarks@whiteandwilliams.com
Correspondent Name: Randy Friedberg
Address Line 1: White and Williams LLP
Address Line 2: 7 Times Square, Suite 2900
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Randy Friedberg

SIGNATURE: /randyfriedberg/

DATE SIGNED: 07/13/2016

Total Attachments: 19

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**AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND
LICENSES SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this “**Agreement**”) is made effective as of July 7, 2016 by and among **THE DAY & ZIMMERMANN GROUP, INC., DAY & ZIMMERMANN, INC., HLY CORPORATION, DZ YOH LLC, DAY & ZIMMERMANN HAWTHORNE CORPORATION, THE MASON COMPANY, DAYOH, INC. OF DELAWARE, DAY & ZIMMERMANN INTERNATIONAL, INC., H.L. YOH COMPANY LLC, MASON & HANGER CORPORATION, THE MASON & HANGER GROUP, INC., DAY & ZIMMERMANN INTERNATIONAL CORPORATION, DAY & ZIMMERMANN NPS, INC., DAY & ZIMMERMANN INTERNATIONAL OF PUERTO RICO INC., YOH OF PUERTO RICO, INC., YOH SERVICES, LLC, NPS MANAGEMENT SERVICES, INC., DAY & ZIMMERMANN POWER SERVICES, INC., ATLANTIC ENTERPRISES I, LLC, THE ATLANTIC GROUP, INC., DAY & ZIMMERMANN MANAGEMENT SERVICES, INC., MASON & HANGER, INC., DAY & ZIMMERMANN LONE STAR LLC, DAY & ZIMMERMANN KANSAS LLC, YOH OF CANADA CORPORATION, AMERICAN ORDNANCE LLC, DAY & ZIMMERMANN MUNITIONS LLC, SOC LLC AND HANKINS AND ANDERSON, INC.** (each individually and collectively, “**Assignor**”) and **CITIZENS BANK OF PENNSYLVANIA** (“**Citizens**”), in its capacity as Administrative Agent (hereinafter called “**Assignee**”) for the lenders (the “**Lenders**”) now or hereafter parties to a Third Amended and Restated Loan and Agency Agreement (as heretofore or hereafter amended, modified or restated from time to time, being referred to herein as the “**Loan Agreement**”) dated of even date herewith by and among Assignor, Assignee and Lenders.

BACKGROUND

A. Pursuant to the Loan Agreement, Lenders agreed to extend certain credit facilities to Assignor subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all existing and hereafter acquired assets of Assignor, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

C. Assignor and Citizens previously entered into that certain Patents, Trademarks, Copyrights and Licenses Security Agreement dated April 26, 2012 (as amended, restated or otherwise modified from time to time, the “**Prior Agreement**”); and

NOW THEREFORE, in consideration of the provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interests.**

2.1 **Security Interest (Patents, Copyrights and Licenses).** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby grants to Assignee liens and security interests in, as and by way of a security interest having priority over all other security interests (other than Liens permitted under the Loan Agreement), with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.2**, below, the "**Collateral**"):

(a) Patents and patent applications, including without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) copyrights, copyright registrations, applications for copyright registration and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and applications for copyright registration listed on **Exhibit "C"** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

2.2 **Security Interest (Trademarks)**. To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby grants to Assignee security interests in, as and by way of a security interest having priority over all other security interests (other than Liens permitted under the Loan Documents), with power of sale, to the extent permitted by law, all of such Assignors' right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.1**, above, the "**Collateral**"):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, applications for trademark registration, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements**. Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses**. Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the material patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new and material patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Assignee such notice as is required by **Section 11.2** of the Loan Agreement. Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request pursuant to **Section 11.2** of the Loan Agreement.

5. **Royalties; Term**. Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses (**provided that**, in the case of Licenses, only to the extent

permitted under the terms hereof) following and during the continuation of an Event of Default as described herein shall be worldwide, to the extent applicable, and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the rights provided in **Section 5.23** of the Loan Agreement, from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right during the continuation of an Event of Default to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) except as otherwise permitted under the Loan Agreement, not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain in all material respects the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent in all material respects with the quality of said products as of the date hereof (except to the extent that Assignor modifies such quality consistent with its reasonable business judgment); (iii) not to adversely change in any material respect the quality of said products (except to the extent that Assignor modifies such quality consistent with its reasonable business judgment) without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Assignee's security interest granted herein shall terminate automatically and Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary, reasonably requested or otherwise proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor.** To the extent required by **Section 5.9** of the Loan Agreement and except to the extent that Assignor determines not to take the following actions in the exercise of its reasonable business judgment, Assignor shall (i) prosecute diligently any material patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (ii) make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and consistent with its past practices, and (iii) preserve and maintain all rights in material patent applications and patents of the Patents, in material trademark applications, trademarks and trademark registrations of the Trademarks and in material copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor, except as otherwise permitted under the Loan Agreement. Except as otherwise permitted under the Loan Agreement and except to the extent that Assignor determines to abandon such intellectual property assets in the exercise of its reasonable business judgment, Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or

Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuation of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Upon the occurrence and during the continuance of an Event of Default, Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**; **provided however**, that Assignor shall not be obligated to so indemnify Assignee to the extent that such costs and expenses result from Assignee's gross negligence, willful misconduct or bad faith.

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee

may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power during the continuation of an Event of Default to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such Commonwealth, without regard to its rules and principles regarding conflicts of laws or any rule or canon of construction which interprets agreements against the draftsman.

17. **Multiple Assignors.** Where the context requires, the particular Assignor that owns or otherwise possesses rights in particular Collateral shall be the assignor and grantor of the rights and security interests herein assigned and granted. Notwithstanding the foregoing, nothing herein shall modify the obligations of the Assignor under this Agreement, and such obligations being joint and several.

18. **No Novation.** Nothing contained herein shall be deemed to constitute a novation or satisfaction of the Prior Agreement, but the terms and conditions of this Agreement shall amend, restate and supersede the terms and conditions of the Prior Agreement from and after the date hereof.

19. **WAIVER.** EACH PARTY HERETO HEREBY (A) ACKNOWLEDGES AND AGREES THAT ADMINISTRATIVE AGENT'S OR ANY LENDER'S FORECLOSURE ON COLLATERAL AND OTHER ACTIONS TYPICALLY TAKEN BY A LENDER TO PROTECT ITS RIGHTS OR ENFORCE ITS REMEDIES UNDER AND IN ACCORDANCE WITH THE TERMS OF THE LOAN DOCUMENTS ARE CONSISTENT WITH SUCH PARTY'S REASONABLE EXPECTATIONS, AND (B) EXPRESSLY WAIVES ALL DUTIES IMPOSED ON THE ADMINISTRATIVE AGENT OR ANY LENDER PURSUANT TO 20 PA.C.S. §5601.3(b) IN CONNECTION WITH ANY LOAN DOCUMENT.

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

THE DAY & ZIMMERMANN GROUP, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

HLV CORPORATION

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DZ YOH LLC

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

[Signature Page to Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement]

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN HAWTHORNE CORPORATION

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

THE MASON COMPANY

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAYOH, INC. OF DELAWARE

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN INTERNATIONAL, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

H.L. YOH COMPANY LLC

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

[Signature Page to Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement]

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

MASON & HANGER CORPORATION

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

THE MASON & HANGER GROUP, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN INTERNATIONAL CORPORATION

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN NPS, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN INTERNATIONAL OF PUERTO RICO INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

[Signature Page to Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement]

ATTEST:

By: MADiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

YOH OF PUERTO RICO, INC.

By: Pte Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: MADiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

YOH SERVICES, LLC

By: Pte Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: MADiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

NPS MANAGEMENT SERVICES, INC.

By: Pte Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Ma DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN POWER SERVICES, INC.

By: Pte Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Ma DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

ATLANTIC ENTERPRISES I, LLC

By: Pte Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

[Signature Page to Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement]

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

THE ATLANTIC GROUP, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN MANAGEMENT SERVICES, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

MASON & HANGER, INC.

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN LONE STAR LLC

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: Mary Ann DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN KANSAS LLC

By: Preston Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

[Signature Page to Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement]

ATTEST:

By: M.A. DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

YOH OF CANADA CORPORATION

By: P. Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: M.A. DiMaio
Name: Mary Ann DiMaio
Title: Tax Counsel and Assistant Treasurer

AMERICAN ORDNANCE LLC

By: P. Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: M.A. DiMaio
Name: Mary Ann DiMaio
Title: Assistant Secretary

DAY & ZIMMERMANN MUNITIONS LLC

By: P. Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: M.A. DiMaio
Name: Mary Ann DiMaio
Title: Authorized Officer or Representative

SOC LLC

By: P. Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

ATTEST:

By: M.A. DiMaio
Name: Mary Ann DiMaio
Title: Authorized Officer or Representative

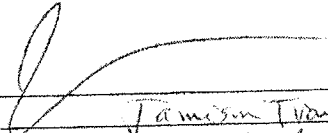
HANKINS AND ANDERSON, INC.

By: P. Hawkins
Name: Preston Hawkins
Title: Authorized Officer or Representative

[Signature Page to Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement]

ASSIGNEE:

CITIZENS BANK OF PENNSYLVANIA, as
Administrative Agent

By: 
Name: Jameson Trantolis
Title: Senior Vice President

[Signature Page to Amended and Restated Patents, Trademarks, Copyrights and Licenses Security Agreement]

EXHIBIT "A"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Patents

See attached spreadsheet.

The abbreviated entity names on the attached spreadsheet are the following:

TAG = The Atlantic Group, Inc.

DZI = Day & Zimmermann, Inc.

Holder	Name	Jurisdiction	Patent Number	Expiration Date
DZI	Projectile Carrying Sub-Munitions	United States	6,874,425 B1	5/18/2021
DZI	Cone and Charge Extractor	United States	6,901,835 B1	11/26/2023
DZI	Self-Destruct Fuze Delay Mechanism	United States	7,530,313	3/9/2027
TAG	Expansion Joint System and Belt	United States	5,961,244	10/5/2019
TAG	Expandable Belt Type Expansion Joint	United States	5,716,158	2/10/2018
TAG	Adjustable Tube-Cleaner Device	United States	5,966,768	3/25/2018
TAG	Stake for Tube Bundle	United States	6,401,803 B1	6/11/2022
TAG	Expansion Joint System and Belt	Canada	2,306,177	10/8/2019
TAG	Expansion Joint System and Belt	France, Germany, Great Britain	1,021,658	10/8/2018
TAG	Adjustable Tube-Cleaner Device	Canada	2,325,464	3/16/2019
TAG	Adjustable Tube-Cleaner Device	Germany and Great Britain	1,105,224	3/16/2019

EXHIBIT "B"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Trademarks

See attached spreadsheet.

The abbreviated entity names on the attached spreadsheet are the following:

DZG = The Day & Zimmermann Group, Inc.

TAG = The Atlantic Group, Inc.

DZII = Day & Zimmermann International, Inc.

SOC = SOC, LLC

Holder	Name	Jurisdiction	Registration Number	Renewal Application Due
DZG	Service Mark DZ plus Design	United States	1,153,361	
DZG	WE DO WHAT WE SAY	United States	2,431,590	2/27/2021
DZG	WE DO WHAT WE SAY	United States	2,431,591	2/27/2021
DZG	WE DO WHAT WE SAY	United States	2,706,038	4/15/2023
DZII	NPS	United States	2,943,328	4/26/2025
DZII	NPS	United States	1,686,654	5/12/2012
SOC	EXPERTISE. DISCRETION. RESULTS.	United States	4,330,536	5/7/2018
SOC	Service Mark SOC	United States	4,330,537	5/7/2018
TAG	ACC-U-CLEAN	United Kingdom	2100689	6/10/2019
TAG	ACC-U-CLEAN	Mexico	626963	7/6/2019
TAG	ACC-U-CLEAN	France	003011159	3/1/2020
TAG	ACC-U-CLEAN	United States	2,353,422	5/30/2020
TAG	ACC-U-CLEAN	Germany	39936318	6/30/2019
TAG	ACC-U-CLEAN	France	99799816	6/28/2019
TAG	ACC-U-CLEAN	Canada	558374	
TAG	CRADLE-LOCK	United States	1,632,127	1/22/2021
TAG	S-FLEX	United States	2,238,365	4/13/2019

EXHIBIT "C"

TO

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

Copyrights

NONE.

EXHIBIT "D"
TO
PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT

Licenses

NONE.