

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM393824

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900371091		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew Warren, Inc.		06/28/2016	Corporation: DELAWARE
Precision Manufacturing Group, LLC		06/28/2016	Limited Liability Company: NEW JERSEY
MW Industries, Inc.		06/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG		
Street Address:	677 Washington Boulevard		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4754799	ENGINEERED SPRING PRODUCTS	
Registration Number:	2965236	UFM	
Registration Number:	4401537	HELI-CAL MACHINED SPRING	
Registration Number:	4255289		
Registration Number:	3255646	MAUDLIN PRODUCTS	
Registration Number:	0750090	HELI-CAL	
Registration Number:	3324656	ASM	
Registration Number:	4137734	CSC	
Registration Number:	2374972	CSC CENTURY SPRING	
Registration Number:	4610905	EMPOWERING INNOVATION. ENGINEERING VALUE	
Registration Number:	4764989	EMPOWERING INNOVATION. ENGINEERING VALUE	
Registration Number:	4287921	GAME CHANGER	
Registration Number:	2413701	HYPERCO	
Registration Number:	4137735		
Registration Number:	3211194	HYPERCOILS	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	2824818	HYPERCOILS
Registration Number:	2479015	MW INDUSTRIES INC.
Registration Number:	4137736	RAF
Serial Number:	86669959	H HELICAL PRODUCTS COMPANY
Registration Number:	2302537	SERVOMETRIC
Registration Number:	2243424	INTERCONNECTRIC
Registration Number:	1512138	S
Registration Number:	1534977	S
Registration Number:	2577054	SERVOMETER
Registration Number:	2458349	SERVOMETER
Registration Number:	1513179	SERVOMETER
Registration Number:	1507507	SERVOMETER
Registration Number:	1454895	SERVO-TORQUE
Registration Number:	1453944	SERVO-FLEX
Registration Number:	3567346	BELLOWSTECH
Registration Number:	4826109	S
Serial Number:	86571615	FLEXNICKEL
Registration Number:	4925290	
Registration Number:	4921280	BELLOWSTECH A SERVOMETER COMPANY

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8352

Email: Juan.Arias@weil.com

Correspondent Name: Rachel Trudeau

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Rachel Trudeau
SIGNATURE:	/Rachel Trudeau/
DATE SIGNED:	08/04/2016

Total Attachments: 9

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 28, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Matthew Warren, Inc., a Delaware corporation, Precision Manufacturing Group, LLC, a New Jersey limited liability company and MW Industries, Inc., a Delaware corporation (each, a “Grantor”) in favor of UBS AG, Stamford Branch (“UBS”), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement (as defined below)).

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of June 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of June 28, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among, *inter alios*, MWI Holdings, Inc., a Delaware corporation (the “Borrower”), Helix Acquisition Holdings, Inc., a Delaware corporation, the lenders from time to time party thereto (the “Second Lien Lenders”) and the Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

- A. all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Collateral” (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of “Excluded Assets” in the

Second Lien Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, to the extent the same no longer constitute Excluded Assets and would otherwise constitute Collateral.

SECTION 3. **Security Agreement.** 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 Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. **Termination or Release.** (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Second Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Second Lien Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. **Counterparts.** 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR**

AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

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

MATTHEW WARREN, INC. as a Grantor

By: 

Name: David J. Golde

Title: Assistant Secretary

MW INDUSTRIES, INC. as a Grantor

By: 

Name: David J. Golde

Title: Assistant Secretary

PRECISION MANUFACTURING GROUP, LLC, as a Grantor

By: 

Name: David J. Golde

Title: Assistant Secretary

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (SECOND LIEN)]

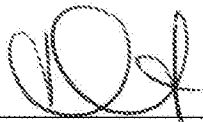
ACCEPTED AND AGREED

as of the date first above written:

UBS AG, STAMFORD BRANCH,

as Agent

By: _____



Name: Darlene Arias

Title: Director

By: _____



Name: Craig Pearson

Title: Associate Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT (SECOND LIEN)]

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	ENGINEERED SPRING PRODUCTS	86/388,259	9/8/14	4,754,799	6/16/15	MW Industries, Inc.
2.	UFM	78/419,444	5/15/04	2,965,236	07/05/05	Matthew Warren, Inc.
3.	HELI-CAL MACHINED SPRING	85/711,499	8/23/12	4,401,537	9/10/13	Matthew Warren, Inc.
4.	HI-PERFORMANCE FASTENING SYSTEMS (Design)	85/535,474	2/7/12	4,255,289	12/4/12	Matthew Warren, Inc.
5.	MAUDLIN PRODUCTS (and Design)	78/890,573	5/23/06	3,255,646	6/26/97	Matthew Warren, Inc.
6.	HELI-CAL	72/131,961	11/14/61	750,090	5/28/63	Matthew Warren, Inc.
7.	ASM (and Design)	78/961,876	8/28/06	3,324,656	10/30/07	MW Industries, Inc.
8.	CSC (AND DESIGN)	85/267,768	3/15/11	4,137,734	5/8/12	MW Industries, Inc.
9.	CSC CENTURY SPRING (AND DESIGN)	75/729,385	6/11/99	2,374,972	8/8/00	MW Industries, Inc.
10.	EMPOWERING INNOVATION. ENGINEERING VALUE	85/982,362	4/25/13	4,610,905	09/23/14	MW Industries, Inc.
11.	EMPOWERING INNOVATION. ENGINEERING VALUE	85/914,165	4/25/13	4,764,989	06/30/15	MW Industries, Inc.
12.	GAME CHANGER	85/518,920	1/18/12	4,287,921	2/12/13	MW Industries, Inc.
13.	HYPERCO (AND DESIGN)	75/729,381	6/11/99	2,413,701	12/19/00	MW Industries, Inc.
14.	HYPERCO oval logo (Design)	85/267,790	3/15/11	4,137,735	5/8/12	MW Industries, Inc.
15.	HYPERCOILS	78/868,290	4/24/06	3,211,194	2/20/07	MW Industries, Inc.
16.	HYPERCOILS (and Design)	76/513,444	5/13/03	2,824,818	3/23/04	MW Industries, Inc.
17.	MW INDUSTRIES (AND DESIGN)	75/729,336	6/11/99	2,479,015	8/21/01	MW Industries, Inc.
18.	RAF (and Design)	85/267,808	3/15/11	4,137,736	05/08/12	MW Industries, Inc.
19.	H HELICAL PRODUCTS COMPANY	86/669,959	06/22/15			MW Industries, Inc.
20.	Servometric	75/326,849	7/18/97	2,302,537	12/21/99	Precision Manufacturing Group, LLC
21.	Interconnectric	75/275,059	4/15/97	2,243,424	05/04/99	Precision Manufacturing Group, LLC
22.	S (and Design)	73/713,452	2/26/88	1,512,138	11/08/88	Precision Manufacturing Group, LLC
23.	S (and Design)	73/637,631	12/29/86	1,534,977	04/18/88	Precision Manufacturing Group, LLC

Schedule I

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TRADEMARK
REEL: 005847 FRAME: 0596

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
24.	Servometer	75/748,784	7/12/99	2,577,054	06/11/02	Precision Manufacturing Group, LLC
25.	Servometer	75/748,790	7/12/99	2,458,349	06/05/01	Precision Manufacturing Group, LLC
26.	Servometer	73/712,463	2/22/88	1,513,179	11/15/88	Precision Manufacturing Group, LLC
27.	Servometer	73/712,437	2/22/88	1,507,507	10/04/88	Precision Manufacturing Group, LLC
28.	Servo-Torque	73/638,282	1/5/87	1,454,895	09/01/87	Precision Manufacturing Group, LLC
29.	Servo-Flex	73/638,263	1/5/87	1,453,944	08/25/87	Precision Manufacturing Group, LLC
30.	Bellowstech	77/502,013	6/18/08	3,567,346	01/27/09	Precision Manufacturing Group, LLC
31.	S & Design	86/530,491	02/10/15	4,826,109	10/6/15	Precision Manufacturing Group, LLC
32.	FLEXNICKEL	86/571,615	03/20/15			Precision Manufacturing Group, LLC
33.	MISCELLANEOUS DESIGN (Design of a Circle of Waves)	86/551,300	03/03/15	4,925,290	3/29/16	Precision Manufacturing Group, LLC
34.	BELLOWSTECH A SERVOMETER COMPANY (and Design)	86/553,562	03/04/15	4,921,280	3/22/16	Precision Manufacturing Group, LLC

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

	Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner
1.	SYSTEM FOR HEAT TREATING COILED SPRINGS	09/349,984	7/9/1999	6,235,131	5/22/01	Matthew Warren, Inc.
2.	HYDRAULIC LOAD CENTERING SPRING PERCH	11/255,549	10/21/05	7,357,382	04/15/08	Matthew Warren, Inc.*
3.	TOOL APPARATUS FOR MILLING MACHINE	10/938,711	09/10/04	7,318,691	01/15/08	Matthew Warren, Inc.
4.	NESTED SPRING ASSEMBLY	08/388,966	02/15/96	5,482,261	01/09/06	Matthew Warren, Inc.
5.	CONED-DISC SPRING DEVICE, SPRING ASSEMBLY, AND METHODS OF MAKING THE SAME	14/354,007	05/07/14	N/A	N/A	MW Industries, Inc.
6.	HOLLOW SHELL WITH INTERNAL BAFFLE	08/870,806	06/06/97	5,932,360	08/03/99	Precision Manufacturing Group, LLC
7.	LAYERED ARTICLE	11/226,074	09/14/05	7,514,156	04/07/09	Precision Manufacturing Group, LLC

*In March 2008, Matthew Warren and Richard Pare entered into an Assignment of Patent Rights agreement, whereby Matthew Warren and Richard Pare remained as co-owners of Patent #7,357,382, and Matthew Warren granted Richard Pare "Continuation Patent Rights," meaning that Richard Pare had the right to file, and was the sole owner of, Patent # 7,735,811. Pursuant to the terms of the Assignment of Patent Rights Agreement, Richard Pare may not assert its rights pursuant to Patent #7,357,382 against Matthew Warren.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

	Record Owner	Full Title	Copyright Number	Registration Date
1.	Matthew Warren, Inc.	ASMCO Catalog	TX0004509534	7/21/1997
2.	Matthew Warren, Inc.	ASMC catalog	TX0001123916	4/19/1983
3.	Matthew Warren, Inc.	Heli-Cal one piece rotating shaft flexible couplings	TX0000336137	9/27/1979