

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDWEST INDUSTRIAL RUBBER, INC.		12/02/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	TWIN BROOK CAPITAL PARTNERS, LLC		
Street Address:	300 South Wacker Drive, Suite 3500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1669745	MIR	
Registration Number:	3891565	POSITIVE DRIVE SYSTEMS	
Registration Number:	3927390	POSITIVE DRIVE SYSTEMS MIR MIR	
Registration Number:	3924529	SPIRAL TECH MIR	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	312-269-4177		
Email:	pcyngier@jonesday.com		
Correspondent Name:	KARIN LEE		
Address Line 1:	77 WEST WACKER DRIVE		
Address Line 2:	JONES DAY		
Address Line 4:	CHICAGO, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	576818-620018		
NAME OF SUBMITTER:	KARIN LEE		
SIGNATURE:	/KARIN LEE/		
DATE SIGNED:	12/02/2016		
Total Attachments: 5			

CH \$115.00 1669745

source=Midwest Trademark Security Agreement#page1.tif
source=Midwest Trademark Security Agreement#page2.tif
source=Midwest Trademark Security Agreement#page3.tif
source=Midwest Trademark Security Agreement#page4.tif
source=Midwest Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2016, by MIDWEST INDUSTRIAL RUBBER, INC., a Missouri corporation (“Grantor”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent (“Agent”) for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among MIR Acquisition, Inc., and after the consummation of the Closing Date Acquisition and the Closing Date Merger, the Grantor (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 reissues, continuations or extensions of 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.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, 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.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by 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 Trademark Security Agreement. Receipt of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MIDWEST INDUSTRIAL RUBBER, INC., as
Grantor

By: 
Name: Michael D. Bruhn
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 

Name: Drew Guyette

Title: Director

[Signature Page to Trademark Security Agreement]



TRADEMARK

REEL: 005933 FRAME: 0764

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS & APPLICATIONS

TRADEMARKS AND TRADEMARK LICENSES

Mark	Goods/Services	Status
<p><u>MIR</u></p> <p>RN: 1669745</p> <p>SN: 74119191</p>	<p>(Int'l Class: 37)</p> <p>custom manufacture and installation of belts, hoses, tapes, gaskets, and die-cast machine parts for industrial applications</p>	<p>Registered:</p> <p>December 24, 1991</p>
<p><u>POSITIVE DRIVE SYSTEMS</u></p> <p>RN: 3891565</p> <p>SN: 77801161</p>	<p>(Int'l Class: 40)</p> <p>custom fabrication of conveying products for others, namely, conveyor belts, drive pulleys, conveyor fittings, and die-cast machine parts for industrial applications</p>	<p>Registered</p> <p>December 14, 2010</p>
 <p>RN: 3927390</p> <p>SN: 77801167</p>	<p>(Int'l Class: 40)</p> <p>custom fabrication of conveying products for others, namely, conveyor belts, drive pulleys, conveyor fittings, and die-cast machine parts for industrial applications</p>	<p>Registered</p> <p>March 8, 2011</p>
 <p>RN: 3924529</p> <p>SN: 77801171</p>	<p>(Int'l Class: 40)</p> <p>custom fabrication of conveying products for others, namely, conveyor belts, drive pulleys, conveyor fittings, and die-cast machine parts for industrial applications</p>	<p>Registered</p> <p>March 1, 2011</p>