

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arrowhead Electrical Products, Inc.		01/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4436099	J&N	
Registration Number:	4436102	J&N	
Registration Number:	4439612	J&N	
Registration Number:	4439614	J&N	
Registration Number:	3843440	J&N	
Registration Number:	3961439	J&N	
Registration Number:	1822363	JANNCO	
Registration Number:	1871587	J & N	
Registration Number:	1893459	J & N	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com		
Correspondent Name:	Brendan Leanos		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

CH \$240.00 4436099

ATTORNEY DOCKET NUMBER:	70578-002
NAME OF SUBMITTER:	Brendan Leanos
SIGNATURE:	/Brendan Leanos/
DATE SIGNED:	01/05/2017

Total Attachments: 6

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THIS TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2017, is made by Arrowhead Electrical Products, Inc. (the "Grantor"), a Delaware corporation, in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 31, 2015, by and among AEP Holdings, Inc. (the "Borrower"), Arrowhead Holdco Company ("Holdings"), Ares, as Administrative Agent and Revolver Agent, and the other financial institutions party thereto, as lenders (the "Lenders"), as amended by that certain First Amendment and Waiver of Credit Agreement, dated as of March 31, 2016, by and among the Borrower, Holdings, the Lenders party thereto and Ares, as Administrative Agent, as further amended by that certain Second Amendment to Credit Agreement, dated as of December 14, 2016, by and among the Borrower, Holdings, the Lenders party thereto and Ares, as Administrative Agent (the "Existing Credit Agreement"), and as further amended by that certain Third Amendment to Credit Agreement, dated as of January 5, 2017, by and among the Borrower, Holdings, the Lenders party thereto and Ares, as Administrative Agent (the "Third Amendment" and, together with the Existing Credit Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of August 31, 2015 (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on

and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those Trademark registrations and applications referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, for the avoidance of doubt, no Trademark Collateral shall include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Administrative Agent shall execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination at the sole cost and expense of the Grantor.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

ARROWHEAD ELECTRICAL PRODUCTS,
INC., as Grantor

By:



Name: Bradley J. Roberts


Title: Vice President and Secretary

[Arrowhead – Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005955 FRAME: 0860

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By:  _____

Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Country	Application Number	Application Date	Registration Number	Registration Date	Owner
J&N	United States	85896271	April 5, 2013	4436099	November 19, 2013	Arrowhead Electrical Products, Inc.
J&N & Design	United States	85896298	April 5, 2013	4436102	November 19, 2013	Arrowhead Electrical Products, Inc.
J&N	United States	85896287	April 5, 2013	4439612	November 26, 2013	Arrowhead Electrical Products, Inc.
J&N & Design	United States	85896306	April 5, 2013	4439614	November 26, 2013	Arrowhead Electrical Products, Inc.
J&N & Design	United States	76698521	July 20, 2009	3843440	September 7, 2010	Arrowhead Electrical Products, Inc.
J&N	United States	85129251	September 14, 2010	3961439	May 17, 2011	Arrowhead Electrical Products, Inc.
JANNCO	United States	74392864	May 20, 1993	1822363	February 22, 1994	Arrowhead Electrical Products, Inc.
J&N & Design	United States	74475311	December 28, 1993	1871587	January 3, 1995	Arrowhead Electrical Products, Inc.
J & N	United States	74537204	June 13, 1994	1893459	May 9, 1995	Arrowhead Electrical Products, Inc.

LICENSES

None.