

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Action Automation & Controls, Inc.		01/10/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLY BANK		
<b>Street Address:</b>	300 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Chartered Bank: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2214118	OUR COMMITMENT...WHATEVER IT TAKES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	kansley@stradley.com		
<b>Correspondent Name:</b>	KAREEM ANSLEY		
<b>Address Line 1:</b>	STRADLEY RONON		
<b>Address Line 2:</b>	100 PARK AVENUE		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	188522-0002		
<b>NAME OF SUBMITTER:</b>	KAREEM ANSLEY		
<b>SIGNATURE:</b>	/KAREEM ANSLEY/		
<b>DATE SIGNED:</b>	01/10/2017		
<b>Total Attachments: 5</b>			
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source=Grant of Security Interests in Trademarks - AAC EXECUTED#page2.tif			
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## **GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 10, 2017, by Action Automation & Controls, Inc., a Massachusetts corporation ("Grantor"), in favor of ALLY BANK, a Utah state-chartered bank, as agent ("Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the premises and the 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 Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "Registered Trademarks").

3. **LOAN AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **COUNTERPARTS.** This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.

5. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature page follows]

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

**ACTION AUTOMATION & CONTROLS, INC.**

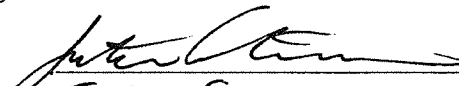
By: \_\_\_\_\_

Name: Timothy J. Nelson

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

**ALLY BANK,**  
as Agent

By:   
Name: Justin Cosentino  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**GRANT OF SECURITY INTEREST IN TRADEMARKS**

<b>Mark</b>	<b>Country</b>	<b>Applicati on No.</b>	<b>Filed</b>	<b>Registration No.</b>	<b>Registra tion Date</b>	<b>Registered Owner</b>
OUR COMMITMENT... WHATEVER IT TAKES	United States	75329205	7/23/97	2214118	12/29/98	Action Automation