

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413674

<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>
Reell Precision Manufacturing Corporation		01/24/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>Internal Address:</b>	Ste IL1-0480		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3002271	REELLTORQ	
<b>Registration Number:</b>	3546498	REELLTORQ	
<b>Registration Number:</b>	2918046	REELL	
<b>Registration Number:</b>	2002468	REELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<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>Phone:</b>	612-766-6911		
<b>Email:</b>	susan.carlson@faegrebd.com		
<b>Correspondent Name:</b>	Susan Carlson, Faegre Baker Daniels LLP		
<b>Address Line 1:</b>	90 S 7th St Ste 2200		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Susan Carlson		
<b>SIGNATURE:</b>	/e/ Susan Carlson		
<b>DATE SIGNED:</b>	01/25/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is dated effective as of January 24, 2017, by and between REELL PRECISION MANUFACTURING CORPORATION, a Minnesota corporation (“**Grantor**”), and JPMORGAN CHASE BANK, N.A., a national banking association (“**Lender**”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) by and between Grantor, Lender, and the other Loan Parties party thereto, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), by Grantor in favor of Lender; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby affirms the grant to Lender pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks owned by Grantor, 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 Trademark; and
- (d) all products and 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 Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Trademark Security Agreement; provided, however that upon the filing of “Statement of Use” with the

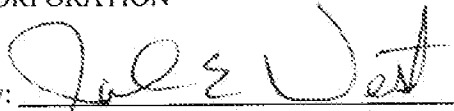
United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Trademark Security Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

REELL PRECISION MANUFACTURING  
CORPORATION

By:   
John E. West, Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED:**

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Jed Hausmann, Authorized Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005974 FRAME: 0909**


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

REELL PRECISION MANUFACTURING  
CORPORATION

By: \_\_\_\_\_  
John E. West, Chief Financial Officer

**ACCEPTED AND ACKNOWLEDGED:**

JPMORGAN CHASE BANK, N.A.

By:  \_\_\_\_\_  
Jed Haksman, Authorized Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005974 FRAME: 0910**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<b>Trademark</b>	<b>Country</b>	<b>Registration Date</b>	<b>Registration Number</b>
REELLTORQ	USA	9/27/2005	3,002,271
REELLTORQ	USA	12/16/2008	3,546,498
REELL & Design	USA	1/11/2005	2,918,046
REELL	USA	9/24/1996	2,002,468