

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414430

<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>
Sherex Fastening Solutions, LLC		01/31/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Five Star Bank		
<b>Street Address:</b>	55 North Main Street		
<b>City:</b>	Warsaw		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14569		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3039749	SX	
<b>Registration Number:</b>	3133594	LOCSERT	
<b>Registration Number:</b>	3101389	SHEREX	
<b>Registration Number:</b>	3528177	RIV-FLOAT	
<b>Registration Number:</b>	3266060	TW BOLT	
<b>Serial Number:</b>	85829773	SX SHEREX FASTENING SOLUTIONS	
<b>Serial Number:</b>	87270031	OPTISERT	
<b>Registration Number:</b>	1088511	DISC-LOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7168535199		
<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>	716-853-5100		
<b>Email:</b>	spbalkin@gmail.com		
<b>Correspondent Name:</b>	Sean Balkin		
<b>Address Line 1:</b>	50 Fountain Plaza		
<b>Address Line 4:</b>	Buffalo, NEW YORK 14202		
<b>NAME OF SUBMITTER:</b>	Sean P. Balkin		
<b>SIGNATURE:</b>	/Sean P. Balkin/		

OP \$215.00 3039749

<b>DATE SIGNED:</b>	02/01/2017
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**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of January 31, 2017 (“Agreement”), between **SHEREX FASTENING SOLUTIONS LLC**, a New York limited liability company, **DISC-LOCK, LLC**, a New York limited liability company, each with principal place of business is located at 400 Riverwalk Parkway, Suite 600, Tonawanda, NY 14150 (herein, together with its successors and assigns, the “Grantor”), and **FIVE STAR BANK**, a New York State Bank with a place of business at 55 North Main Street, Warsaw, New York 14569 (together with its successors and/or assigns, “Bank”) is made pursuant to a certain Term Loan Agreement (as the same may from time to time be further amended, restated, amended and restated or otherwise modified, the “Loan Agreement”), dated as of January 31, 2017, by and among Grantor, A. Pratt Holdings, LLC and Bank.

Grantor and Bank agree as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Loan Agreement. The following terms shall have the meanings herein specified unless the context otherwise requires:

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Bank, a security interest in, all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired (hereafter collectively called the “Specified Collateral”):

- (1) all letters patent issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (2) all applications for letters patent to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (3) all letters patent issued by any other country or any office, agency or other governmental authority thereof;
- (4) all applications for letters patent to be issued by any office, agency or other governmental authority referred to in clause (2) above;
- (5) all registrations and recordings with respect to any of the foregoing;
- (6) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;
- (7) all licenses and other agreements relating in whole or in part to any patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;
- (8) all rights to sue for past, present or future infringements of any of the foregoing;
- (9) all goodwill related to any of the foregoing;
- (10) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
- (11) all proceeds of any and all of the foregoing.

Section 3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Specified Collateral which shall remain in effect until terminated in writing by the Bank. Bank agrees to provide such agreement to Grantor upon full and final payment and satisfaction of all Obligations. This Agreement has been entered into in conjunction with the security interests granted to Bank under the Loan Agreement and Security Agreement referenced therein. The rights and remedies of Bank with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement and the Security Agreement, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties, etc. The Grantor agrees that it will at its reasonable expense forever warrant and, at the Bank's reasonable request, defend the Bank's and the Grantor's respective interests in any material portion of the Specified Collateral from any and all claims and demands of any other person and that it will not grant, create or permit to exist any lien upon or security interest in the Specified Collateral in favor of any other person except as previously disclosed to Bank and set forth on Schedule 4 attached hereto. The Grantor represents and warrants to the Bank that: (a) the Grantor has full power, authority and legal right and capacity to incur and perform its obligations hereunder, (b) this Agreement constitutes the legal, valid and binding obligation of the Grantor, enforceable in accordance with its terms, (c) the making and performance by the Grantor of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not, to the Grantor's best knowledge, violate the provisions of any applicable law or applicable regulation, the Grantor's articles of organization or operating agreement, and do not and will not result in a breach of, or constitute a default under, or require any consent (other than consents which have been obtained which are in full force and effect and copies of which have been delivered to the Bank) or create any lien, charge or encumbrance under, any agreement, instrument or document or the provisions of any order, writ, judgment, injunction, decree, determination or award of any court, government or governmental agency or instrumentality, applicable to the Grantor or to any of the assets of the Grantor to which the Grantor is a party or by which the Grantor or any of the assets of the Grantor may be bound or affected, (d) so long as the Obligations remain outstanding, the Grantor at all times will be the sole direct or indirect beneficial owner of the Specified Collateral hereunder, and (e) this Agreement grants to the Bank a first priority lien upon and first priority perfected secured interest in the Specified Collateral.

Section 5. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses determined as set forth in the Loan Agreement.

Section 6. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7. No Waiver; Cumulative Remedies. The Bank shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Bank, and then only to the extent therein set forth. A waiver by the Bank or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Bank would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Bank any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

Section 8. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except in accordance with the terms of the Loan Agreement.

Section 9. Limitations by Law. All rights, remedies and powers provided by Section 3 hereof may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of Section 3 are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

Section 10. Successors and Assigns. This Agreement shall be binding upon the Grantor and the Bank and their respective successors and assigns and shall inure to the benefit of the Bank and its respective successors and assigns. Nothing herein is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement.

Section 11. Obligations Absolute. The obligations of the Grantor under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, other than indefeasible payment in full of, and complete performance of, all of the Obligations.

Section 12. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

Section 13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

Section 14. Jury Trial Waiver. THE GRANTOR AND THE BANK EACH HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

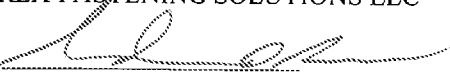
**BANK:**

FIVE STAR BANK

By:   
David A. Young, Senior Vice President

**GRANTORS:**

SHEREX FASTENING SOLUTIONS LLC

By:   
Adam D. Pratt, Manager

DISC-LOCK, LLC

By:   
Adam D. Pratt, Manager

SCHEDULE A  
To Patent Security Agreement

U.S. PATENTS

<u>Owner</u>	<u>Name</u>	<u>Patent #</u>	<u>Date Patent Filed</u>
Sherex Fastening Solutions, LLC	Fastener Assembly Having Marginal End Portion Of Body Deformed About Captured Nut (Riv-Float)	7713011	01/25/2007
Sherex Fastening Solutions, LLC	Low Profile Rivet-Like Fastener (Riv-Float Short) – US	13/696,429 application #, PCT/US2010/001915 U.S. Patent # 9,309,914	07/07/2010
Disc-Lock, LLC	Anti-Back-Out Fastener for Applications Under Vibrations	8,899,895 B2	01/25/2014
Disc-Lock, LLC	Anti-Back-Out Fastener for Applications Under Vibrations	8,807,896 B2	07/24/2013
Disc-Lock, LLC	Low-Profile Cam Locking Threaded Fastener	8,506,223 B2	08/14/2009
Disc-Lock, LLC	Wedge-Locking Fastener Assembly With Ring Retainer For Washer	6,554,552 B2	04/26/2001
Disc-Lock, LLC	Self-Locking Safety Wheel Nut With Locking Wrench	6,039,524	09/14/1998
Disc-Lock, LLC	Self-Locking Fastener With Captive Washer	5,668,091	04/30/1996
Disc-Lock, LLC	Wedge-Locking Fastener Assembly With Cammed Flange	5,626,449	09/15/1995