

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GT TECHNOLOGIES, INC.		02/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	2600 West Big Beaver Road		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48084		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2433987	COMPLEX CROWN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	02/13/2017		
Total Attachments: 5			
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OP \$40.00 2433987

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is dated as of February 3, 2017 (this "Agreement"), among **GT TECHNOLOGIES, INC.**, a Delaware corporation ("GT Technologies" or "Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association, as agent for the Secured Parties in connection with the Loan Agreement described below ("Agent").

This Agreement refers to a Loan and Security Agreement, dated as of February 3, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and among GT Tech I LLC, a Delaware limited liability company, ASP GT Investco Sub1 LLC, a Delaware limited liability company, and the other Persons party thereto from time to time as borrowers (collectively, "Borrowers" and each individually, a "Borrower"), GT Technologies, GT Technologies Holdings Inc., a Delaware corporation ("Parent"), GT Technologies Marketing LLC, a Delaware limited liability company, the financial institutions party thereto from time to time as lenders, and Agent, pursuant to which Borrowers are indebted to Agent and the Secured Parties. Initially capitalized terms used but not defined herein have the respective meanings set forth in the Loan Agreement.

Pursuant to the Loan Agreement, Grantor has agreed to execute and deliver this Agreement.

To induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Secured Bank Product Obligations, the Grantor hereby agrees as follows:

1. Grant of Security Interest in U.S. Trademarks. Schedule 1 sets forth all of Grantor's registrations and applications filed with the United States Patent and Trademark Office in connection with any trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs, and general intangibles of like nature (together with all registrations and recordings thereof (if any); any reissues, extensions, or renewals thereof; and the goodwill of the business symbolized by or associated therewith, collectively, "U.S. Trademarks"), and Grantor hereby pledges and grants to Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title, and interest in, to, and under all of its U.S. Trademarks and all income, royalties, and payments accrued, due or payable now or thereafter, and proceeds thereof, which such security interest shall secure the Obligations.

2. Loan Agreement. The security interest under this Agreement is granted in conjunction with the security interest granted to Agent under the Loan Agreement, and Grantor acknowledges that the rights and remedies of Agent with respect to the security interest in the U.S. Trademarks granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference as if fully set forth herein. If any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.


3. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

4. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date set forth above.

GT TECHNOLOGIES, INC.,
as Grantor

By: 
Name: John Castell
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,
as Agent

By: Steve N. Siravo
Name: Steve Siravo
Title: Senior Vice President

SCHEDULE 1
to
Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor: GT Technologies, Inc., a Delaware corporation

United States Trademark Registrations and Applications:

Trademark	App. Number	App. Date	Reg. Number	Reg. Date
COMPLEX CROWN	75582570	04-Nov-1998	2433987	06-Mar-2001