

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421677

<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>
Heyco Products Corp.		03/08/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, as Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3107187	AXCELL	
<b>Registration Number:</b>	4792888	HEYCLIP	
<b>Registration Number:</b>	782750	HEYCO	
<b>Registration Number:</b>	2690313	HEYCO	
<b>Registration Number:</b>	4685904	LUGRUNNERS	
<b>Registration Number:</b>	4215381	MAXRUNNER	
<b>Registration Number:</b>	3911972	SOLAR MASTHEAD	
<b>Registration Number:</b>	4050896	SUNBUNDLER	
<b>Registration Number:</b>	4685902	SUNCLAMP	
<b>Registration Number:</b>	4685901	SUNJUMPERS	
<b>Registration Number:</b>	4050895	SUNRUNNER	
<b>Registration Number:</b>	4737576	SUNSCREEN	
<b>Registration Number:</b>	4215271	SUNSCREENER	
<b>Registration Number:</b>	4685903	SUNSTARS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		

CH \$365.00 3107187

**Email:** angela.amaru@lw.com  
**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru  
**Address Line 1:** 885 Third Avenue  
**Address Line 2:** Suite 1000  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 030786-0749

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 03/30/2017

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 8, 2017 (this "**Agreement**"), is made by the signatory hereto indicated as a Grantor ( the "**Grantor**") in favor of Credit Suisse AG, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "**Agent**").

**WHEREAS**, pursuant to that certain Credit Agreement dated as of August 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Penn Engineering & Manufacturing Corp., a Delaware corporation (the "**U.S. Borrower**"), PEG GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) (the "**German Borrower**"), PennEngineering Fastening Technologies (Europe) Limited, a company incorporated in Ireland (the "**Irish Borrower**" and, together with the U.S. Borrower and the German Borrower, the "**Borrowers**"), the Lenders party thereto and the Administrative Agent and the other agents named therein, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

**WHEREAS**, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Obligors entered into a Security Agreement dated as of August 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Obligors and the Agent, pursuant to which each of the Obligors granted to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in the Collateral, including certain trademarks of the Obligors; and

**WHEREAS**, in accordance with the requirements of the Credit Agreement, Grantor has executed Security Agreement Supplement No. 2 to become an Obligor under the Security Agreement; and

**WHEREAS**, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Agent as follows:

### **SECTION 1. DEFINED TERMS.**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

## **SECTION 2. GRANT OF SECURITY INTEREST.**

**SECTION 2.1 Grant of Security.** To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to the following personal property, whether now owned or existing or owned, acquired or arising hereafter (collectively, the "**Trademark Collateral**"):

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

## **SECTION 3. SECURITY AGREEMENT.**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. GOVERNING LAW.**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

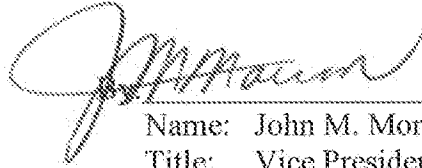
**SECTION 5. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

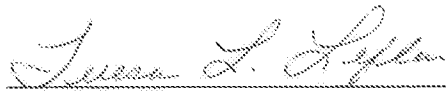
HEYCO PRODUCTS CORP.  
as Grantor



Name: John M. Morrash  
Title: Vice President

STATE OF Pennsylvania )  
 ) ss.  
COUNTY OF Bucks )

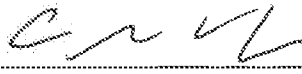
On this 04 day of February, 2017, before me personally appeared John M. Morrash, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Heyco Products Corp., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa L. Leflar, Notary Public  
Plumstead Twp., Bucks County  
My Commission Expires May 7, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Accepted and Agreed:

**CREDIT SUISSE AG, CAYMAN  
ISLANDS BRANCH, as Agent**

By: 

Name: Christopher Day  
Title: Authorized Signatory

By: 

Name: Karim Rahimtoola  
Title: Authorized Signatory

TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached.



TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Reg. No.	Reg. Date
United States	AXCELL	3107187	June 20, 2006
United States	HEYCLIP	4792888	August 8, 2015
United States	HEYCO	782750	January 5, 1965
United States	HEYCO and Design	2690313	February 25, 2003
United States	LUGRUNNERS	4685904	February 10, 2015
United States	MAXRUNNER	4215381	September 25, 2012
United States	SOLAR MASTHEAD	3911972	January 25, 2011
United States	SUNBUNDLER	4050896	November 1, 2011
United States	SUNCLAMP	4685902	February 10, 2015
United States	SUNJUMPERS	4685901	February 10, 2015
United States	SUNRUNNER	4050895	November 1, 2011
United States	SUNSCREEN	4737576	May 19, 2015
United States	SUNSCREENER	4215271	September 12, 2012
United States	SUNSTARS	4685903	February 10, 2015