

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velvac, Incorporated		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	People's United Bank, N.A.		
Street Address:	850 Main Street		
City:	Bridgeport		
State/Country:	CONNECTICUT		
Postal Code:	06604		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1219045	EYEBALL	
Registration Number:	1759605	VELVAC	
Registration Number:	1762434	VELVAC	
Registration Number:	2203827	DURABALL	
Registration Number:	2508748	K-10	
Registration Number:	2588103	K-10	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<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>			
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	Christopher J. Whalley		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	EAS0003AN		
NAME OF SUBMITTER:	Christopher J. Whalley		
SIGNATURE:	/cjw/		

OP \$165.00 1219045

DATE SIGNED:	04/04/2017
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated as of April 3, 2017 (but effective as of April 1, 2017), is made by Velvac, Incorporated, a Delaware corporation (the "Grantor"), in favor of People's United Bank, National Association, a national banking association organized under the laws of the United States of America (the "Grantee").

Reference is made to that certain Amended and Restated Loan Agreement dated as of April 3, 2017 (but effective as of April 1, 2017) (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor's ultimate parent corporation, The Eastern Company, a Connecticut corporation (the "Borrower"), and the Grantee. The Grantor has unconditionally guaranteed the indebtedness of the Borrower to the Grantee under the Loan Agreement pursuant to that certain Unconditional, Unlimited Continuing Guaranty of Payment and Performance dated as of April 3, 2017 (but effective as of April 1, 2017) (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty"). The Grantee has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement.

Whereas, as a condition precedent to the Grantee's extension of such credit to the Borrower, and as collateral security for the Grantor's indebtedness to the Grantee under the Guaranty, the Grantor has executed and delivered to the Grantee that certain Security Agreement dated as of April 3, 2017 (but effective as of April 1, 2017) (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Grantee a continuing first priority security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Loan Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Grantee a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the Trademarks, including, without limitation, the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor to the Grantee under this Trademark Security Agreement is made to secure the payment and performance, as the case may be, in full of the Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.


SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

VELVAC, INCORPORATED, Grantor

By: 
Gene A. Finelli
Its Secretary and Treasurer
Duly Authorized

**PEOPLE'S UNITED BANK, NATIONAL
ASSOCIATION, Grantee**

By: _____
Kevin J. Dolan
Its Senior Commercial Loan Officer, SVP

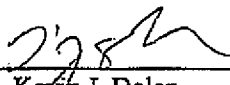
[Signature Page to Trademark Security Agreement]

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**PEOPLE'S UNITED BANK, NATIONAL
ASSOCIATION, Grantee**

By:  _____
Kevin J. Dolan
Its Senior Commercial Loan Officer, SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO VELVAC, INCORPORATED TRADEMARK SECURITY AGREEMENT

Registration Number	Word Mark	Jurisdiction
2588103	K-10	USA
2508748	K-10	USA
2203827	DURABALL	USA
1759605	VELVAC	USA
1762434	VELVAC	USA
1219045	EYEBALL	USA
812668	VELVAC	China
848930	VELVAC	China
TMA435324	VELVAC	Canada
TMA440274	VISION 2000	Canada
2712561	VELVAC	Japan
2714015	VELVAC	Japan
433494	VELVAC	Mexico
277168	VELVAC	South Korea