

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430860

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Instruments Corporation		06/02/2017	Corporation: DELAWARE
Hover-Davis, Inc.		06/02/2017	Corporation: DELAWARE
UI Acquisition Holding Co.		06/02/2017	Corporation: DELAWARE
UI Holding Co.		06/02/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	East West Bank
<b>Street Address:</b>	135 N. Los Robles Avenue, 6th Floor
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	banking corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2519819	HOVER-DAVIS
Registration Number:	2512402	HOVER DAVIS
Registration Number:	5147543	UNIVERSAL
Registration Number:	5147542	UNIVERSAL
Registration Number:	2945074	ADVANTIS
Registration Number:	3577072	BROOME ENGINEERING
Registration Number:	2629190	D
Registration Number:	3312984	DIMENSIONS
Serial Number:	86916361	FLEXBOND
Registration Number:	2288219	FLEXJET
Registration Number:	4455829	FUZION
Registration Number:	4491714	ION
Registration Number:	2579736	POLARIS
Registration Number:	1207975	U
Registration Number:	1080796	UNIVERSAL
Registration Number:	1207976	UNIVERSAL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1207898	UNIVERSAL

**CORRESPONDENCE DATA**

**Fax Number:** 2027393001

*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.*

**Phone:** 2027395866

**Email:** felicia.gordon@morganlewis.com

**Correspondent Name:** Morgan, Lewis & Bockius LLP

**Address Line 1:** 1111 Pennsylvania Avenue, NW

**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	031129.02.0006
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon
<b>SIGNATURE:</b>	/Felicia D. Gordon/
<b>DATE SIGNED:</b>	06/12/2017

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of June 2, 2017, by and among HOVER-DAVIS, INC., a Delaware corporation ("Hover-Davis"), UI ACQUISITION HOLDING CO., a Delaware corporation ("Holdings"), UI HOLDING CO., a Delaware corporation ("Intermediate Co." and together with Hover-Davis and Holdings, each, a "Guarantor" and collectively, "Guarantors"), UNIVERSAL INSTRUMENTS CORPORATION, a Delaware corporation (the "Company" and together with the Guarantors and any other Person that becomes a Grantor hereunder after the date hereof, each, a "Grantor" and collectively, "Grantors"), and EAST WEST BANK, a California banking corporation (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and between the Company and the Lender, the Lender has agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Guarantors and the Lender have entered into that certain Guaranty and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Guaranty and Security Agreement"), by and among the Guarantors and the Lender, to guarantee and secure the Obligations;

WHEREAS, pursuant to the Loan Agreement and the Guaranty and Security Agreement, the Grantors pledged and granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products), a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Loan Agreement and the Guaranty and Security Agreement, the Grantors have agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products) with the United States Patent and Trademark Office.

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, each 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 Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Lender (for the benefit of itself and any affiliate that has provided Bank Products) to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
  - (a) all of its trademarks and service mark registrations and applications for registration thereof listed on Schedule I;

- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing;
- (d) all rights to sue for past, present, and future infringements thereof; and
- (e) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to the Lender or its affiliates, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **LOAN AGREEMENT AND THE GUARANTY AND SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products), pursuant to the Loan Agreement and the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement or the Guaranty and Security Agreement, the Loan Agreement or the Guaranty and Security Agreement, as applicable, shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.**

8. MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 11.1 AND 11.2 OF THE LOAN AGREEMENT AND SECTIONS 8(a) AND 8(b) OF THE GUARANTY AND SECURITY AGREEMENT, AS APPLICABLE, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

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

GRANTORS:

**UNIVERSAL INSTRUMENTS CORPORATION,**  
a Delaware corporation

By: Keith G. O'Leary  
Name: Keith G. O'Leary  
Title: Chief Financial Officer

**HOVER-DAVIS, INC.,**  
a Delaware corporation

By: Keith G. O'Leary  
Name: Keith G. O'Leary  
Title: Secretary/Treasurer

**UI ACQUISITION HOLDING CO.,**  
a Delaware corporation

By: Keith G. O'Leary  
Name: Keith G. O'Leary  
Title: Treasurer

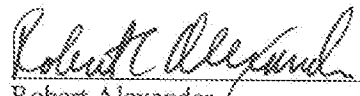
**UI HOLDING CO.,**  
a Delaware corporation

By: Keith G. O'Leary  
Name: Keith G. O'Leary  
Title: Secretary & Treasurer

[Signature page to Trademark Security Agreement]

LENDER:

EAST WEST BANK,  
a California banking corporation

By:   
Name: Robert Alexander  
Title: Senior Vice President

[Signature page to Trademark Security Agreement]

# Trademarks

Reg. No.	Country	Title	Reg. Date	App. Date	Owner
2,519,819	US	Hover-Davis	12/18/01	11/13/00	UI Holding Co.
3869010	CN	Hover-Davis	03/21/06	12/30/03	UI Holding Co.
2512402	US	Hover-Davis and Design	11/27/01	11/13/00	UI Holding Co.
3869011	CN	Hover-Davis and Design	03/21/06	12/30/03	UI Holding Co.
5,147,543	US	Universal & Design	02/21/17	09/16/15	Universal Instruments Corporation
18,029,596	CN	Universal & Design	TBD	10/09/15	Universal Instruments Corporation
5,147,542	US	Universal (Word)	02/21/17	09/16/15	Universal Instruments Corporation
18,029,597	CN	Universal (word)	TBD	10/09/15	Universal Instruments Corporation
2,945,074	US	AdVantis	04/26/05	06/06/03	UI Holding Co.
3,577,072	US	Broome Engineering	02/17/09	06/06/07	Universal Instruments Corporation
2,629,190	US	D Stylized	10/01/02	12/08/00	UI Holding Co.
3,312,984	US	Dimensions	10/16/07	06/05/00	UI Holding Co.
86/916,361	US	flexbond	TBD	02/23/16	Universal Instruments Corporation
2,288,219	US	FlexJet	10/19/99	12/17/97	UI Holding Co.
398-07-269	DE	FlexJet	05/18/99	02/11/98	UI Holding Co.
2,158,617	GB	FlexJet	02/18/98	02/18/98	UI Holding Co.
4,455,829	US	Fuzion	12/24/13	04/18/12	Universal Instruments Corporation
4,491,714	US	ion	03/04/14	04/18/12	Universal Instruments Corporation
2,579,736	US	Polaris and Design	06/11/02	03/14/00	UI Holding Co.
1,207,975	US	U and Design "Flying U"	09/14/82	03/09/81	UI Holding Co.
962,150	DE	U and Design "Flying U"	08/29/77	04/24/75	UI Holding Co.
1,854,821	JP	U and Design "Flying U"	04/23/86	11/26/80	UI Holding Co.
1,264,638	FR	U and Design "Flying U"	03/08/84	03/08/84	UI Holding Co.
797,446	CN	U and Design "Flying U"	12/07/95	03/09/94	UI Holding Co.
795,861	CN	U and Design "Flying U"	11/28/95	03/09/94	UI Holding Co.
795,874	CN	U and Design "Flying U"	11/28/95	03/09/94	UI Holding Co.
793,975	CN	U and Design "Flying U"	11/21/95	03/09/94	UI Holding Co.
872,704	CN	U and Design "Flying U"	09/21/96	10/27/94	UI Holding Co.
3,459,403	CN	U and Design "Flying U"	07/14/04	02/17/03	UI Holding Co.
86/916,639	US	Uflex	TBD	02/23/16	Universal Instruments Corporation
1,080,796	US	Universal & Design	01/03/78	12/29/76	UI Holding Co.
1,207,976	US	Universal & Design	09/14/82	10/09/81	UI Holding Co.
1,150,713	GB	Universal & Design	03/17/81	03/17/81	UI Holding Co.
B/8412/91	SG	Universal & Design	09/11/91	09/11/91	UI Holding Co.
262,752	KR	Universal & Design	05/13/93	10/02/91	UI Holding Co.
616,219	CN	Universal & Design	10/30/92	11/02/91	UI Holding Co.
795,434	CN	Universal & Design	11/28/95	03/09/94	UI Holding Co.
795,862	CN	Universal & Design	11/28/95	03/09/94	UI Holding Co.
795,873	CN	Universal & Design	11/28/95	03/09/94	UI Holding Co.
793,974	CN	Universal & Design	11/21/95	03/09/94	UI Holding Co.
2,719,270	JP	Universal & Design	01/31/97	11/26/80	UI Holding Co.



Reg. No.	Country	Title	Reg. Date	App. Date	Owner
175,994	HU	Universal & Design	11/26/01	11/26/01	UI Holding Co.
2,712,687	JP	Universal (Stylized)	03/29/96	11/26/80	UI Holding Co.
1,150,712	GB	Universal (Word)	03/17/81	03/17/81	UI Holding Co.
1,207,898	US	Universal (Word)	09/14/82	10/09/81	UI Holding Co.
1,264,645	FR	Universal Instruments (Word Mark)	03/08/84	03/08/84	UI Holding Co.
398,07,267	DE	VRM	03/31/98	02/11/98	UI Holding Co.
2,158,615	GB	VRM	02/18/98	02/18/98	UI Holding Co.