

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEYCO PRODUCTS CORP.		06/27/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	782750	HEYCO	
Registration Number:	2690313	HEYCO	
Registration Number:	3107187	AXCELL	
Registration Number:	3911972	SOLAR MASTHEAD	
Registration Number:	4050895	SUNRUNNER	
Registration Number:	4050896	SUNBUNDLER	
Registration Number:	4215271	SUNSCREENER	
Registration Number:	4215381	MAXRUNNER	
Registration Number:	4685901	SUNJUMPERS	
Registration Number:	4685902	SUNCLAMP	
Registration Number:	4685903	SUNSTARS	
Registration Number:	4685904	LUGRUNNERS	
Registration Number:	4737576	SUNSCREEN	
Registration Number:	4792888	HEYCLIP	
Serial Number:	87452924	SUNRUNNER VIDRIO	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			

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Phone: (212) 455-2256
Email: ksolomon@stblaw.com
Correspondent Name: CECILLIA X. XIE, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2042

NAME OF SUBMITTER: Cecillia X. Xie

SIGNATURE: /cx/

DATE SIGNED: 07/10/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 27, 2017 (this "Agreement"), is made by HEYCO PRODUCTS CORP., a Delaware corporation, located at 5190 Old Easton Road, Danboro, PA 18916 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a National Banking Association, located at 10 S. Dearborn Street, 7th Floor, Chicago, IL 60603, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 27, 2017 (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 described therein entered into a Security Agreement dated as of June 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Obligors and the Administrative Agent, pursuant to which each of the Obligors assigned, transferred and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

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

NOW, THEREFORE, in consideration of these premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers thereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Obligor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, 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.

Each Obligor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor’s Secured Obligations:

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 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Obligors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY 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).

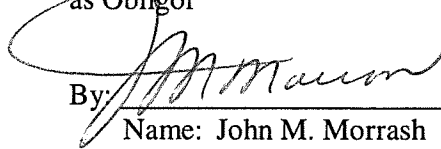
SECTION 5. Counterparts.

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, each Obligor 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 Obligor


By: 

Name: John M. Morrash
Title: Vice President

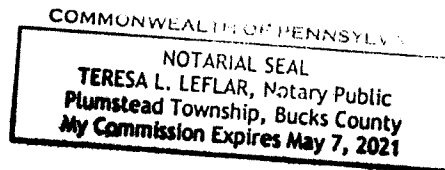
STATE OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA)

ss.

On this 26th day of June, 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., a Delaware corporation, 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




[Signature Page to Penn Engineering & Manufacturing Corp. Trademark Security Agreement]

TRADEMARK
REEL: 006102 FRAME: 0274

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Daniel K. Reagle
Title: Authorized Officer

{Signature Page to Penn Engineering & Manufacturing Corp. Trademark Security Agreement}

TRADEMARK
REEL: 006102 FRAME: 0275

TRADEMARK REGISTRATIONS AND APPLICATIONS

Heyco Products Corp. Pending and Registered Trademarks

<u>Case Number</u>	<u>Country</u>	<u>Status</u> <u>Filing Date</u> <u>App. Number</u>	<u>Reg. Date</u> <u>Reg. Number</u>	<u>Mark</u>
HEY-T001	US	Status: Registered Filed: 5/27/1964 Serial #: 72/194,387	Registered: 1/5/1965 Reg. #: 0,782,750	HEYCO
HEY-T001.ICN	China	Status: Registered Filed: 2/12/2003 Serial #: 3457205	Registered: 11/7/2006 Reg. #: 3457205	HEYCO
HEY-T001CN	China	Status: Registered Filed: 2/12/2003 Serial #: 3457204	Registered: 9/14/2006 Reg. #: 3457204	HEYCO
HEY-T001EU	European Community	Status: Registered Filed: 10/26/1998 Serial #: None	Registered: 7/26/2002 Reg. #: 000965756	HEYCO
HEY-T001JP	Japan	Status: Registered Filed: 11/9/1979 Serial #: S54-085047	Registered: 6/29/1982 Reg. #: 1520284	HEYCO
HEY-T001KR	Korea, Republic of	Status: Registered Filed: 6/20/1984 Serial #: None	Registered: 8/16/1985 Reg. #: 4001155290000	HEYCO
HEY-T002	US	Status: Registered Filed: 11/20/2001 Serial #: 76/340,472	Registered: 2/25/2003 Reg. #: 2,690,313	HEYCO and logo (White HEYCO on black hexagon)
HEY-T002.ICN	China	Status: Registered Filed: 2/26/2003 Serial #: 3467703	Registered: 11/7/2006 Reg. #: 3467703	HEYCO and logo (White HEYCO on black hexagon)
HEY-T002CN	China	Status: Registered Filed: 2/26/2003 Serial #: 3467702	Registered: 9/14/2006 Reg. #: 3467702	HEYCO and logo (White HEYCO on black hexagon)
HEY-T002EU	European Community	Status: Registered Filed: 5/15/2002 Serial #: None	Registered: 9/10/2003 Reg. #: 002698371	HEYCO and logo (White HEYCO on black hexagon)
HEY-T003	US	Status: Registered Filed: 9/20/2002 Serial #: 76/451,493	Registered: 6/20/2006 Reg. #: 3107187	AXCELL
HEY-T003CA	Canada	Status: Registered Filed: 3/26/2003	Registered: 6/9/2006 Reg. #: 672,037	AXCELL

		Serial #: 1172433		
HEY-T004	US	Status: Registered Filed: 9/18/2009 Serial #: 77/829,427	Registered: 1/25/2011 Reg. #: 3911972	SOLAR MASTHEAD
HEY-T004EU	European Community	Status: Registered Filed: 1/27/2010 Serial #: None	Registered: 8/2/2010 Reg. #: 008839888	SOLAR MASTHEAD
HEY-T005	US	Status: Registered Filed: 2/11/2011 Serial #: 85/240,098	Registered: 11/1/2011 Reg. #: 4050895	SUNRUNNER
HEY-T005EU	European Community	Status: Registered Filed: 5/18/2011 Serial #: None	Registered: 10/29/2011 Reg. #: 009977943	SUNRUNNER
HEY-T006	US	Status: Registered Filed: 2/11/2011 Serial #: 85/240,141	Registered: 11/1/2011 Reg. #: 4,050,896	SUNBUNDLER
HEY-T006EU	European Community	Status: Registered Filed: 5/18/2011 Serial #: None	Registered: 10/21/2011 Reg. #: 9977935	SUNBUNDLER
HEY-T007	US	Status: Registered Filed: 8/24/2011 Serial #: 85/406,184	Registered: 9/25/2012 Reg. #: 4,215,271	SUNSCREENER
HEY-T007EU	European Community	Status: Registered Filed: 2/6/2012 Serial #: None	Registered: 9/11/2012 Reg. #: 010618031	SUNSCREENER
HEY-T008	US	Status: Registered Filed: 10/14/2011 Serial #: 85/447,478	Registered: 9/25/2012 Reg. #: 4,215,381	MAXRUNNER
HEY-T008EU	European Community	Status: Registered Filed: 1/27/2012 Serial #: None	Registered: 6/25/2012 Reg. #: 015097714	MAXRUNNER
HEY-T009	US	Status: Registered Filed: 2/24/2014 Serial #: 86/201,897	Registered: 2/10/2015 Reg. #: 4,685,901	SUNJUMPERS
HEY-T010	US	Status: Registered Filed: 2/24/2014 Serial #: 86/201,957	Registered: 2/10/2015 Reg. #: 4,685,902	SUNCLAMP
HEY-T011	US	Status: Registered Filed: 2/24/2014 Serial #: 86/201,960	Registered: 2/10/2015 Reg. #: 4,685,903	SUNSTARS
HEY-T012	US	Status: Registered Filed: 2/24/2014 Serial #: 86/201,965	Registered: 2/10/2015 Reg. #: 4,685,904	LUGRUNNERS
HEY-T013	US	Status: Registered Filed: 2/24/2014 Serial #: 86/201,962	Registered: 5/19/2015 Reg. #: 4,737,576	SUNSCREEN

HEY-T014	US	Status: Registered Filed: 4/2/2014 Serial #: 86/239,656	Registered: 8/18/2015 Reg. #: 4,792,888	HEYCLIP
HEY-T015CA	Canada	Status: Registered Filed: 1/23/2003 Serial #: 165759	Registered: 10/14/2004 Reg. #: 622,480	GATOR FLEX
HEY-T016CA	Canada	Status: Registered Filed: 1/23/2003 Serial #: 1165758	Registered: 8/24/2004 Reg. #: 1165758	KAF-FLEX
HEY-T017KR	Korea, Republic of	Status: Registered Filed: 6/20/1984 Serial #: 4019840009338	Registered: 8/16/1985 Reg. #: 4001155270000	HEYCO on White Background Logo
HEY-T018EU	European Community	Status: Registered Filed: 9/22/2014 Serial #: None	Registered: 2/22/2015 Reg. #: 013285572	NYWARE
HEY-T020.1CN	China	Status: Registered Filed: 2/26/2003 Serial #: 3467701	Registered: 7/21/2004 Reg. #: 3467701	HEYCO in Chinese Characters
HEY-T020CN	China	Status: Registered Filed: 2/26/2003 Serial #: 3467700	Registered: 11/28/2004 Reg. #: 3467700	HEYCO in Chinese Characters
HEY-T021	US	Status: Pending Filed: 5/17/2017 Serial #: 87/452,924		SUNRUNNER VIDRIO