

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ideal Clamp Products, Inc.		07/31/2017	Corporation: TENNESSEE
EPICOR Industries, Inc.		07/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as collateral agent		
Street Address:	9 West 57th Street		
Internal Address:	Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1076272		
Registration Number:	1042095	COMBO HEX	
Registration Number:	2360687	FLEX-GEAR	
Registration Number:	0607194	HY-GEAR	
Registration Number:	0097540	IDEAL	
Registration Number:	1069734	IDEAL	
Registration Number:	1080770	IDEAL	
Registration Number:	3526265	IDEAL	
Registration Number:	4421607	IDEAL-TRIDON	
Registration Number:	4233069	IDEAL TRIDON	
Registration Number:	1083168	LEGION	
Registration Number:	0741147	LOX-ON	
Registration Number:	1042665	MICRO-GEAR	
Registration Number:	3121539	NO-HUB CLASSIC	
Registration Number:	1869213	POW'R-GEAR	
Registration Number:	0620215	SNAPLOCK	
Registration Number:	1631281	STEELBINDER	

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Property Type	Number	Word Mark
Registration Number:	1623256	STRAPBINDER
Registration Number:	4041179	STRAPBINDER
Registration Number:	1083160	
Registration Number:	1083161	TRIDON
Registration Number:	2026973	TRIDON
Registration Number:	1042666	TRIM GEAR
Registration Number:	3076284	TURN-KEY
Registration Number:	4009815	WAVESEAL 360
Registration Number:	0621069	WRAPLOCK
Registration Number:	4348369	
Serial Number:	87194942	HY-GEAR BRIDGE
Serial Number:	87194946	MICRO-GEAR BRIDGE
Serial Number:	87147282	POW'R-GEAR HD
Serial Number:	86436490	SMARTSEAL

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8434

Email: juan.arias@weil.com

Correspondent Name: Erika G. Kaneko

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Erika Kaneko-74794.0048
NAME OF SUBMITTER:	Erika G. Kaneko
SIGNATURE:	/Erika G. Kaneko/
DATE SIGNED:	07/31/2017

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 31, 2017 (this "Agreement"), by Ideal Clamp Products, Inc., a Tennessee corporation ("Ideal Clamp"), EPICOR Industries, Inc., a Delaware corporation ("EPICOR" and together with Ideal Clamp, each, a "Grantor" and together the "Grantors"), in favor of BSP Agency, LLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among Pointer Merger Sub Inc., a Delaware corporation ("Purchaser"), which upon effectiveness of the Merger will be merged with and into Ideal Tridon Holdings, Inc., a Delaware corporation ("Target" and together with Purchaser, the "Borrower"), Pointer Parent Inc., a Delaware corporation, ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and BSP Agency, LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security

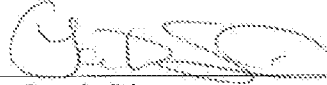
Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

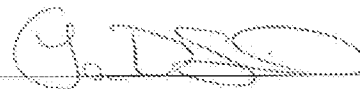
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IDEAL CLAMP PRODUCTS, INC.

By: 
Name: Laurie Stinson
Title: Treasurer

EPICOR INDUSTRIES, INC.

By: 
Name: Laurie Stinson
Title: Treasurer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 006118 FRAME: 0688

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Ideal Clamp Products, Inc.	1076272	Design of Split Oval
Ideal Clamp Products, Inc.	1042095	COMBO HEX
Ideal Clamp Products, Inc.	2360687	FLEX-GEAR
Ideal Clamp Products, Inc.	607194	HY-GEAR
Ideal Clamp Products, Inc.	0097540	IDEAL
Ideal Clamp Products, Inc.	1069734	IDEAL & Design
Ideal Clamp Products, Inc.	1080770	IDEAL in Oval Design
Ideal Clamp Products, Inc.	3526265	IDEAL in Slanted Oval Design
Ideal Clamp Products, Inc.	4421607	IDEAL-TRIDON
Ideal Clamp Products, Inc.	4233069	Ideal Tridon Logo
Ideal Clamp Products, Inc.	1083168	LEGION
Ideal Clamp Products, Inc.	0741147	LOX-ON
Ideal Clamp Products, Inc.	1042665	MICRO-GEAR
Ideal Clamp Products, Inc.	3121539	NO-HUB CLASSIC
Ideal Clamp Products, Inc.	1869213	POW'R-GEAR
Ideal Clamp Products, Inc.	620215	SNAPLOCK
Ideal Clamp Products, Inc.	1631281	STEELBINDER
Ideal Clamp Products, Inc.	1623256	STRAPBINDER
Ideal Clamp Products, Inc.	4041179	STRAPBINDER
Ideal Clamp Products, Inc.	1083160	Triangles Design
Ideal Clamp Products, Inc.	1083161	TRIDON
Ideal Clamp Products, Inc.	2026973	TRIDON (and design)
Ideal Clamp Products, Inc.	1042666	TRIM GEAR
Ideal Clamp Products, Inc.	3076284	TURN-KEY
Ideal Clamp Products, Inc.	4009815	WAVESEAL 360
Ideal Clamp Products, Inc.	621069	WRAPLOCK & Design
Ideal Clamp Products, Inc.	4348369	Merchandise design

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Ideal Clamp Products, Inc.	87194942	HY-GEAR BRIDGE
Ideal Clamp Products, Inc.	87194946	MICRO-GEAR BRIDGE
Ideal Clamp Products, Inc.	87147282	POW'R-GEAR HD
Ideal Clamp Products, Inc.	86436490	SmartSeal

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
Ideal Clamp Products, Inc.	9447903	HOSE CLAMP WITH FLAT SPRING LINER
Ideal Clamp Products, Inc.	9085070	TENSIONER/CUTTER TOOL FOR HOSE CLAMPS
Ideal Clamp Products, Inc.	8677571	HOSE CLAMP WITH RIPPLED SPRING LINER
Ideal Clamp Products, Inc.	8650719	HOSE CLAMP WITH FLAT SPRING LINER
Ideal Clamp Products, Inc.	6141834	CLAMPING APPARATUS
EPICOR Industries, Inc.	7302741	HOSE CLAMP AND SPRING LINER
EPICOR Industries, Inc.	7765650	TWO-PIECE HOSE CLAMP AND VARIABLE LENGTH CLAMP KIT
EPICOR Industries, Inc.	7389568	COMPRESSION HOSE CLAMP
EPICOR Industries, Inc.	7178204	HOSE CLAMP AND SPRING LINER
EPICOR Industries, Inc.	6942253	LOCATOR TAB AND ASSOCIATED HOSE CLAMP
EPICOR Industries, Inc.	6584654	T-BOLT HOSE CLAMP
EPICOR Industries, Inc.	6691379	HOSE CLAMP

PATENT APPLICATIONS

APPLICANT	APPLICATION NO.	DESCRIPTION
Ideal Clamp Products, Inc.	15/270140	HOSE CLAMP WITH FLAT SPRING LINER
Ideal Clamp Products, Inc.	14/784199	RETAINING CLAMP WITH INTERCONNECTED SEGMENTS
Ideal Clamp Products, Inc.	15/447730	HOSE CLAMP WITH MECHANICAL INDICATOR
Ideal Clamp Products, Inc.	15/392202	HOSE CLAMP WITH POSITIONING FEATURES
Ideal Clamp Products, Inc.	62/451886	EXHAUST CLAMP AND METHOD
Ideal Clamp Products, Inc.	15/392194	HOSE CLAMP WITH RETAINING BRACKET
Ideal Clamp Products, Inc.	62/302579	HOSE CLAMP WITH MECHANICAL INDICATOR

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

Schedule III

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RECORDED: 07/31/2017

TRADEMARK
REEL: 006118 FRAME: 0691