

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445279

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|---------------------------------------|
| MW Industries, INC. | | 09/29/2017 | Corporation: DELAWARE |
| Precision Manufacturing Group, LLC | | 09/29/2017 | Limited Liability Company: NEW JERSEY |
| Matthew Warren, Inc. | | 09/29/2017 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Royal Bank of Canada, as collateral agent |
| Street Address: | 20 King Street West, 4th Floor |
| City: | Toronto |
| State/Country: | CANADA |
| Postal Code: | M5H 1C4 |
| Entity Type: | Public Company: CANADA |

PROPERTY NUMBERS Total: 36

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 3324656 | ASM |
| Registration Number: | 3567346 | BELLOWSTECH |
| Registration Number: | 4921280 | BELLOWSTECH A SERVOMETER COMPANY |
| Registration Number: | 4137734 | CSC |
| Registration Number: | 2374972 | CSC CENTURY SPRING |
| Registration Number: | 4925290 | |
| Registration Number: | 4764989 | EMPOWERING INNOVATION. ENGINEERING VALUE |
| Registration Number: | 4610905 | EMPOWERING INNOVATION. ENGINEERING VALUE |
| Registration Number: | 4757799 | S'WICHES |
| Registration Number: | 4287921 | GAME CHANGER |
| Registration Number: | 0750090 | HELI-CAL |
| Registration Number: | 4401537 | HELI-CAL MACHINED SPRING |
| Registration Number: | 5034373 | H HELICAL PRODUCTS COMPANY |
| Registration Number: | 4255289 | |
| Registration Number: | 2413701 | HYPERCO |
| Registration Number: | 4137735 | |
| Registration Number: | 3211194 | HYPERCOILS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------|
| Registration Number: | 2824818 | HYPERCOILS |
| Registration Number: | 2243424 | INTERCONNECTRIC |
| Registration Number: | 3255646 | MAUDLIN PRODUCTS |
| Registration Number: | 2479015 | MW INDUSTRIES INC. |
| Registration Number: | 2505962 | MW INDUSTRIES, INC |
| Registration Number: | 4137736 | RAF |
| Registration Number: | 1534977 | S |
| Registration Number: | 1512138 | S |
| Registration Number: | 4826109 | S |
| Registration Number: | 1453944 | SERVOFLEX |
| Registration Number: | 1513179 | SERVOMETER |
| Registration Number: | 1507507 | SERVOMETER |
| Registration Number: | 2458349 | SERVOMETER |
| Registration Number: | 2577054 | SERVOMETER |
| Registration Number: | 2302537 | SERVOMETRIC |
| Registration Number: | 1454895 | SERVO-TORQUE |
| Registration Number: | 2965236 | UFM |
| Serial Number: | 86571619 | FLEXNICKEL |
| Serial Number: | 87434666 | RAPID RESPONSE |

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

| | |
|--------------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 22946.03500 |
| NAME OF SUBMITTER: | Kristin L. Yohannan |
| SIGNATURE: | /s/ Kristin L. Yohannan |
| DATE SIGNED: | 09/30/2017 |

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2017, between **MW INDUSTRIES, INC.**, a Delaware corporation, **PRECISION MANUFACTURING GROUP, LLC**, a New Jersey limited liability company, **MATTHEW WARREN, INC.**, a Delaware corporation (the “**Grantors**”), and ROYAL BANK OF CANADA, as Collateral Agent (the “**Trademark Security Agreement**”).

WHEREAS, Grantors own, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, HELIX ACQUISITION HOLDINGS, INC. (as successor by merger to ASP MWI Merger Sub, Inc., a Delaware corporation) (the “**Borrower**”), ASP MWI INTERMEDIATE HOLDINGS, INC. (“**Holdings**”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Royal Bank of Canada, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the Guarantors party thereto and Royal Bank of Canada, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantors hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantors, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License constituting Recordable Intellectual Property to which the Grantors are a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Copyright Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantors, promptly execute and deliver to such Grantors all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantors shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto acknowledge and agree that this Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officer thereunto duly authorized as of the date first written above.

MW INDUSTRIES, INC.
PRECISION MANUFACTURING GROUP, LLC
MATTHEW WARREN, INC.

By:


Name: John R. Bagnuolo
Title: President and Chief Executive Officer

Acknowledged:

ROYAL BANK OF CANADA,
as Collateral Agent

By:









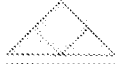



Name:

Title: Susan, Khokher
Manager, Agency

SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006166 FRAME: 0452

TRADEMARKS

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------------------------|---------------------|---|
| MW Industries, Inc. | 3324656 |  |
| Precision Manufacturing Group, LLC | 3567346 | BELLOWSTECH |
| Precision Manufacturing Group, LLC | 4921280 |  |
| MW Industries, Inc. | 4137734 |  |
| MW Industries, Inc. | 2374972 |  |
| Precision Manufacturing Group, LLC | 4925290 |  |
| MW Industries, Inc. | 4764989 | EMPOWERING INNOVATION. ENGINEERING VALUE. |
| MW Industries, Inc. | 4610905 | EMPOWERING INNOVATION. ENGINEERING VALUE. |
| MW Industries, Inc. | 4757799 | ENGINEERED SPRING PRODUCTS |
| MW Industries, Inc. | 4287921 | GAME CHANGER |
| Matthew Warren, Inc. | 750090 | HELI-CAL |
| Matthew Warren, Inc. | 4401537 | HELI-CAL MACHINED SPRING |
| MW Industries, Inc. | 5034373 |  |
| Matthew Warren, Inc. | 4255289 |  |
| MW Industries, Inc. | 2413701 |  |
| MW Industries, Inc. | 4137735 |  |
| MW Industries, Inc. | 3211194 | HYPERCOILS |
| MW Industries, Inc. | 2824818 |  |
| Precision Manufacturing Group, LLC | 2243424 | INTERCONNECTRIC |

| REGISTERED OWNER | REGISTRATION NUMBER | TRADEMARK |
|------------------------------------|---------------------|---|
| Matthew Warren, Inc. | 3255646 |  |
| MW Industries, Inc. | 2479015 |  |
| MW Industries, Inc. | 2505962 | MW INDUSTRIES, INC |
| MW Industries, Inc. | 4137736 |  |
| Precision Manufacturing Group, LLC | 1534977 |  |
| Precision Manufacturing Group, LLC | 1512138 |  |
| Precision Manufacturing Group, LLC | 4826109 |  |
| Precision Manufacturing Group, LLC | 1453944 | SERVO-FLEX |
| Precision Manufacturing Group, LLC | 1513179 | SERVOMETER |
| Precision Manufacturing Group, LLC | 1507507 | SERVOMETER |
| Precision Manufacturing Group, LLC | 2458349 | SERVOMETER |
| Precision Manufacturing Group, LLC | 2577054 | SERVOMETER |
| Precision Manufacturing Group, LLC | 2302537 | SERVOMETRIC |
| Precision Manufacturing Group, LLC | 1454895 | SERVO-TORQUE |
| Matthew Warren, Inc. | 2965236 | UFM |

TRADEMARK APPLICATIONS

| APPLICANT | APPLICATION NO. | TRADEMARK |
|------------------------------------|-----------------|----------------|
| Precision Manufacturing Group, LLC | 86/571,619 | FLEXNICKEL |
| MW Industries, Inc. | 87/434,666 | RAPID RESPONSE |