

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456432

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P.T. International Corp.		12/28/2017	Corporation:
Lafayette Military Supply Incorporated		12/28/2017	Corporation:

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	300 South Wacker Drive, Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4044295	P.T. INTERNATIONAL CORP.
Registration Number:	4044299	PTI
Registration Number:	4044294	PTI
Serial Number:	87064201	PTI WE REVOLVE AROUND YOU
Serial Number:	87704713	LMS BEARINGS
Serial Number:	87704731	LMS BEARINGS
Serial Number:	87704760	LMS BEARINGS THE OEM'S SOURCE FOR POWER
Serial Number:	87704770	THE OEM'S SOURCE FOR POWER TRANSMISSION

CORRESPONDENCE DATA

Fax Number: 2127557306

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: 212-326-3939

Email: elabarge@jonesday.com

Correspondent Name: Michael Kobb

Address Line 1: 250 Vesey Street

Address Line 2: JONES DAY

Address Line 4: New York, NEW YORK 10281-1047

CH \$215.00 4044295

ATTORNEY DOCKET NUMBER:	576818-620036
NAME OF SUBMITTER:	Michael Kobb
SIGNATURE:	/Michael Kobb/
DATE SIGNED:	01/02/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2017, by P.T. INTERNATIONAL CORP. and LAFAYETTE MILITARY SUPPLY INCORPORATED (collectively, "Grantors"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among PT International Acquisition Corp., and after the consummation of the Closing Date Acquisition, the Grantors (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature pages follow]

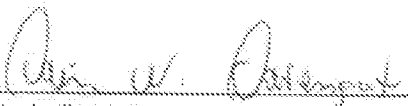
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTORS:

P.T. INTERNATIONAL CORP.

By: 
Name: Darin Davenport
Title: Chief Executive Officer and President

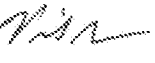
LAFAYETTE MILITARY SUPPLY
INCORPORATED

By: 
Name: Darin Davenport
Title: Chief Executive Officer and President

[PTI - Signature Page to Trademark Security Agreement]

AGREED AND ACCEPTED:

TWIN BROOK CAPITAL PARTNERS, LLC, as
Agent

By: 



Name: Vishal Sheth


Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT


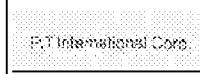
TRADEMARK REGISTRATIONS & APPLICATIONS

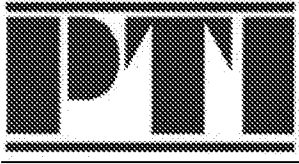



UNITED STATES TRADEMARKS:

<u>Trademark</u>	<u>Serial/ Reg. No</u>	<u>Filing/ Reg. Date</u>	<u>Country</u>	<u>Owner</u>
P.T. INTERNATIONAL CORP.	<u>App 85239165</u> <u>Reg 4044295</u>	<u>App 10-FEB-2011</u> <u>Reg 25-OCT-2011</u>	U.S.	P.T. International Corp.
	<u>App 85239972</u> <u>Reg 4044299</u>	<u>App 11-FEB-2011</u> <u>Reg 25-OCT-2011</u>	U.S.	P.T. International Corp.
PTI	<u>App 85239125</u> <u>Reg 4044294</u>	<u>App 10-FEB-2011</u> <u>Reg 25-OCT-2011</u>	U.S.	P.T. International Corp.
PTI We Revolve Around You	<u>App 87064201</u>	<u>App 08-JUN-2016</u>	U.S.	P.T. International Corp.
LMS BEARINGS	<u>Ser 87704713</u>	<u>App 01-DEC-2017</u>	U.S.	Lafayette Military Supply Inc.
	<u>Ser 87704731</u>	<u>App 01-DEC-2017</u>	U.S.	Lafayette Military Supply Inc.

 <p>LMS BEARINGS The OEM's Source for Power Transmission Solutions</p>	<u>Ser 87704760</u>	<u>App 01-DEC-2017</u>	<u>U.S.</u>	<u>Lafayette Military Supply Inc.</u>
<p>THE OEM'S SOURCE FOR POWER TRANSMISSION SOLUTIONS</p>	<u>Ser 87704770</u>	<u>App 01-DEC-2017</u>	<u>U.S.</u>	<u>Lafayette Military Supply Inc.</u>

OTHER TRADEMARKS:

<u>Trademark</u>	<u>Serial/ Reg. No</u>	<u>Filing/ Reg. Date</u>	<u>Country</u>	<u>Owner</u>
<u>P.T. INTERNATIONAL CORP.</u>	<u>App 1552552</u> <u>Reg TMA847269</u>	<u>App 17-NOV-2011</u> <u>Reg 28-MAR-2013</u>	<u>Canada</u>	<u>P.T. International Corp.</u>
<u>PTI</u>	<u>App 1552553</u> <u>Reg TMA847268</u>	<u>App 17-NOV-2011</u> <u>Reg 28-MAR-2013</u>	<u>Canada</u>	<u>P.T. International Corp.</u>
	<u>App 1552548</u> <u>Reg TMA847270</u>	<u>App 17-NOV-2011</u> <u>Reg 28-MAR-2013</u>	<u>Canada</u>	<u>P.T. International Corp.</u>
<u>P.T. INTERNATIONAL CORP</u> 	<u>App 5617209</u> <u>Reg 5617209</u>	<u>App 19-SEP-2006</u> <u>Reg 07-JUL-2009</u>	<u>China</u>	<u>P.T. International Corp.</u>
<u>PTI</u>	<u>App 7490918</u>	<u>App 23-JUN-2009</u>	<u>China</u>	<u>P.T. International</u>

<u>Trademark</u>	<u>Serial/ Reg. No</u>	<u>Filing/ Reg. Date</u>	<u>Country</u>	<u>Owner</u>
				Corp.
PTI 	<u>App 7490917</u>	<u>App 23-JUN-2009</u>	China	P.T. International Corp.
 P. T. INTERNATIONAL CORP.	<u>App 3099041</u> <u>Reg 3099041</u>	<u>App 17-MAR-2003</u> <u>Reg 21-MAY-2004</u>	European Union	P.T. International Corp.
 PTInternational Corp	<u>App 30302619.7</u> <u>Reg 30302619</u>	<u>App 17-JAN-2003</u> <u>Reg 23-JUN-2003</u>	Germany	P.T. International Corp.
PTI	<u>App 302012001082.2</u> <u>Reg 302012001082</u>	<u>App 10-JAN-2012</u> <u>Reg 13-MAR-2012</u>	Germany	P.T. International Corp.
 PTInternational Corp	<u>App 1070/2004</u> <u>Reg P-521719</u>	<u>App 18-MAR-2004</u> <u>Reg 19-MAY-2004</u>	Switzerland	P.T. International Corp.