# OP \$40.00 5053386

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM461885

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PCX Aerostructures, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Siena Lending Group LLC	
Street Address:	9 W Broad Street	
Internal Address:	5th Floor	
City:	Stamford	
State/Country:	CONNECTICUT	
Postal Code:	06902	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Registration Number:	5053386	PCX AEROSTRUCTURES	

### **CORRESPONDENCE DATA**

**Fax Number:** 2158325767

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:** 215-569-5767

**Email:** perry@blankrome.com

**Correspondent Name:** David M. Perry (140611-01060)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

NAME OF SUBMITTER:	David M. Perry
SIGNATURE:	/David M. Perry/
DATE SIGNED:	02/13/2018

### **Total Attachments: 5**

source=11 - Trademark Security Agreement (Siena PCX)#page1.tif source=11 - Trademark Security Agreement (Siena PCX)#page2.tif source=11 - Trademark Security Agreement (Siena PCX)#page3.tif

> TRADEMARK REEL: 006271 FRAME: 0615

900439174

source=11 - Trademark Security Agreement (Siena PCX)#page4.tif source=11 - Trademark Security Agreement (Siena PCX)#page5.tif

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 9th day of February, 2018, by and among PCX Aerostructures, LLC, a Delaware limited liability company ("<u>Grantor</u>") and Siena Lending Group LLC (together with its successors and assigns, "<u>Lender</u>" and herein referred to as "<u>Secured Party</u>") under that certain Revolving Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Loan Agreement</u>"), by and among Grantor, PCX Aerostructures TX, LP, a Texas limited partnership, PCX Holding Corp., a Delaware corporation, Cam-Tech Management GP, LLC, a Delaware limited liability company and Lender.

### WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, Grantor has agreed to grant to the Secured Party a security interest in the Collateral (as defined therein);

WHEREAS, pursuant to Section 5.11(c) of the Loan Agreement, Grantor and Secured Party have agreed to enter into 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All 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. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Obligations (as defined in the Loan Agreement), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
- (a) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those referred to on Schedule I and (ii) all renewals of any of the foregoing (excluding 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 law, provided that upon submission and acceptance by the U.S. Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to use trademark application shall be included) (the foregoing, collectively, "<u>Trademarks</u>");
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the Uniform Commercial Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages or (ii) injury to the goodwill associated with any Trademark.

This Trademark Security Agreement grants only the Security Interest herein described and is not intended to, and does not, effect any present transfer of title to any trademark registration or application.

140690.01060/106533850v.2

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. 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 Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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, the Loan Agreement shall control.
- Trademarks, or if <u>Schedule I</u> hereto should at any time cease to accurately reflect the existence and status of applications and registrations pertaining to Grantor's registered trademarks and trademark applications, Grantor shall give prompt notice in writing to Secured Party with respect thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new or revised trademark rights of Grantor and Grantor agrees that this Trademark Security Agreement shall automatically apply to such new or revised trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. 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 shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.
- 7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTIONS 10.14</u> AND <u>10.15</u> OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

2

140690.01060/106533850v.2

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.

**GRANTOR:** 

PCX AEROSTRUCTURES, LLC

By:

Name: Michael W. Rubel

Title: Vice President & Secretary

Signature Page to Trademark Security Agreement (Siena)

### SECURED PARTY:

### ACCEPTED AND ACKNOWLEDGED BY:

SIENA LENDING GROUP LLC

By:

Name: James Persico Its: Authorized Signatory

By: Name: Steven Sanicola

Authorized Signatory

Signature Page to Trademark Security Agreement (Siena)

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Country	Mark	Application Serial No.	Application Date	Registration No.	Registration Date
USA	PCX AEROSTRUCTURES (and Design)	86/887,731	January 27, 2016	5,053,386	October 4, 2016

140690.01060/106533850v.2

**RECORDED: 02/13/2018**