

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM467252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Hydraulics, Inc.		03/27/2018	Corporation: DELAWARE
The Oilgear Company		03/27/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company LLC, as agent		
Street Address:	1251 Avenue of the Americas		
Internal Address:	Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85825376	ARMORROD	
Serial Number:	72247826	OILGEAR FLUID POWER	
Serial Number:	71607186	OILGEAR	
Serial Number:	71607187	OILGEAR	
Serial Number:	71566000	OILGEAR	
Serial Number:	71566001	OILGEAR	
Serial Number:	73261931	TOWLER	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	059182-0068		

CH \$190.00 85825376

NAME OF SUBMITTER:	Scott Kareff (059182-0068)
SIGNATURE:	/kc for sk/
DATE SIGNED:	03/27/2018
Total Attachments: 6 source=THI - Trademark Security Agreement#page1.tif source=THI - Trademark Security Agreement#page2.tif source=THI - Trademark Security Agreement#page3.tif source=THI - Trademark Security Agreement#page4.tif source=THI - Trademark Security Agreement#page5.tif source=THI - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of March 27, 2018, by TEXAS HYDRAULICS, INC., a corporation organized under the laws of the State of Delaware with offices located at 3410 N. Range Road, Temple, TX 76504 ("THI"), and THE OILGEAR COMPANY, a corporation organized under the laws of the State of Wisconsin with offices located at 1424 International Drive, Traverse City, MI 49686 ("Oilgear", together with THI the "Grantors", and each a "Grantor"), in favor of TCW ASSET MANAGEMENT COMPANY LLC, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, the Grantors, certain affiliates of the Grantors party thereto from time to time, the lenders party thereto from time to time (collectively, the "Lenders") and Agent have entered into a certain Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

5. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 16.1 AND 12.3 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGES FOLLOW]

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

TEXAS HYDRAULICS, INC.,
as a Grantor

By: 

Name: Greg Gleason

Title: Vice President

THE OIL GEAR COMPANY,
as a Grantor


By: 

Name: Greg Gleason

Title: Vice President

Agreed and Accepted




TCW ASSET MANAGEMENT COMPANY LLC,
as Agent

By: 
Name: Suzanne Grosso
Title: Authorized Signatory

SCHEDULE 1

TRADEMARKS

United States

OWNER OF RECORD	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
TEXAS HYDRAULICS, INC.	ARMORROD	85/825,376	4,641,770	11/18/14
THE OILGEAR COMPANY	OILGEAR FLUID POWER 	72247826	0,838,727	11/14/67
THE OILGEAR COMPANY	OILGEAR OILGEAR	71607186	0,557,611	4/15/52
THE OILGEAR COMPANY	OILGEAR 	71607187	0,557,612	4/15/52
THE OILGEAR COMPANY	OILGEAR OILGEAR	71566000	0,570,865	2/24/53
THE OILGEAR COMPANY	OILGEAR 	71566001	0,570,866	2/24/53
THE OILGEAR COMPANY	TOWLER	73261931	1,205,956	8/24/82

Australia

OWNER OF RECORD	MARK	REGIS. NUMBER	REGIS. DATE
The Oilgear Co. Hydura Division	HYDURA	262515	10/9/1972


Brazil

OWNER OF RECORD	MARK	REGIS. NUMBER	REGIS. DATE
THE OILGEAR COMPANY	OILGEAR	814647286	5/1/1990

Canada

OWNER OF RECORD	MARK	REGIS. NUMBER	REGIS. DATE
The Oilgear Company	OILGEAR design Oilgear	TMA421188	12/17/1993
The Oilgear Company	HYDURA	TMA218038	12/31/1976

Italy

OWNER OF RECORD	MARK	REGIS. NUMBER	REGIS. DATE
THE OILGEAR COMPANY (United States of America)	OILGEAR 	1568592	11/25/2013

Japan

OWNER OF RECORD	MARK	REGIS. NUMBER	REGIS. DATE
OILGEAR CO. ゼオイルギヤーコンパニ —	OILGEAR OILGEAR	0507675	9/18/1957