TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM480134

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vorteq Coil Finishers, LLC		05/01/2018	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Eagle Fund IV, LP
Street Address:	1 N. Brentwood Blvd., Suite 1550
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Limited Partnership: MISSOURI
Name:	Eagle Fund IV-A, LP
Street Address:	1 N. Brentwood Blvd., Suite 1550
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	Limited Partnership: MISSOURI

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87430397	VORTEQ
Serial Number:	87430354	VORTEQ
Serial Number:	87443748	Q QUEST
Serial Number:	87430366	Q

CORRESPONDENCE DATA

Fax Number: 3146121301

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: 3144447600

Email: ipdept@lewisrice.com

Correspondent Name: Lewis Rice LLC

Address Line 1: 600 Washington Avenue, Suite 2500

Address Line 2: Box IP Department

Address Line 4: St. Louis, MISSOURI 63101

TRADEMARK

REEL: 006368 FRAME: 0979

OP \$115.00 87430397

NAME OF SUBMITTER:	Chris Volz		
SIGNATURE:	/Chris Volz/		
DATE SIGNED:	06/29/2018		
Total Attachments: 5			
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TRADEMARK REEL: 006368 FRAME: 0980

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Trademark Security Agreement"), dated as of May 1, 2018, is made by VORTEQ COIL FINISHERS, LLC ("Grantor"), in favor of Eagle Fund IV, LP and Eagle Fund IV-A, LP (separately and collectively, the "Secured Party").

Grantor and Secured Party have entered into a Senior Subordinated Credit and Security Agreement dated as of May 1, 2018 (the "Credit Agreement").

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

- 1. **Grant of Security**. Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):
- (a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. **Recordation**. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

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- 3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
- 4. **Execution in Counterparts**. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 5. **Successors and Assigns**. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. **Governing Law**. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Missouri.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY	GRANTOR
EAGLE FUND IV, LP	VORTEQ COIL FINISHERS, LLC
By: Eagle Fund IV Partners, LLC	By: A Delta Control of the Control o
By:	Name: Jon Myeller
Name:	Title: CFO
Title:	
EAGLE FUND IV-A, LP	
By: Eagle Fund IV Partners, LLC	
Ву:	
Vame:	
Title:	

Trademark Security Agreement

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

EAGLE FUND IV, LP

GRANTOR

Title:

VORTEQ COIL FINISHERS, LLC

By: Eagle Fund IV Partners, LLC

Title: Managing Director

By: __ Name:

EAGLE FUND IV-A, LP

By: Eagle Fund IV Partners, LLC

Name: Walk

Title: Managing Direction

SCHEDULE 1 TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Serial No/Registration No.		Owner
Vorteq (stylized)	87430397	April 28, 2017	Vorteq Coil Finishers, LLC
Vorteq	87430354	April 28, 2017	Vorteq Coil Finishers, LLC
Q QUEST	87443748	May 10, 2017	Vorteq Coil Finishers, LLC
Q	87430366	April 28, 2017	Vorteq Coil Finishers, LLC

Schedule 1 to Trademark Security Agreement

RECORDED: 06/29/2018

TRADEMARK REEL: 006368 FRAME: 0985