

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM481003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEP NVH OPCO, LLC		06/29/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street, 8th Floor		
Internal Address:	CN-OH-W8		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5266839	WE ENGINEER QUIET	
Registration Number:	5217348	DAMPLITE	
Registration Number:	5177721	AAI APPLIED ACOUSTICS INTERNATIONAL	
Registration Number:	5097139	APPLIED ACOUSTICS INTERNATIONAL	
Registration Number:	5177803	AAI APPLIED ACOUSTICS INTERNATIONAL WE E	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	5136516195		
Email:	mdelaney@fbtlaw.com, trademarks@fbtlaw.com		
Correspondent Name:	Matthew D Delaney		
Address Line 1:	Frost Brown Todd LLC		
Address Line 2:	301 East Fourth Street		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Matthew D. Delaney		
SIGNATURE:	/Matthew D. Delaney/		
DATE SIGNED:	07/09/2018		

OP \$140.00 5266839

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended or modified and in effect from time to time, this “Security Agreement”) is entered into as of June 29, 2018 by and between **AEP NVH OPCO, LLC**, a Delaware limited liability company (the “Grantor”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association (the “Lender”).

RECITALS

WHEREAS, Lender, Grantor and certain of its Affiliates are party to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Blanket Security Agreement”) pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

ACCORDINGLY, the parties hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Blanket Security Agreement and used herein have the meanings given to them in the Blanket Security Agreement (directly or indirectly by reference to the Credit Agreement defined therein).

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby mortgages, pledges and hypothecates to Lender and grants to Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of Grantor’s right, title, and interest in and to (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those listed on Schedule I, (ii) all renewals of the foregoing, (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof, (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (v) all rights corresponding to any of the foregoing throughout the world; provided however, trademark applications filed under Section 1(b) of the Lanham Act shall be excluded from the Trademark Collateral and Schedule I hereto and until such time as an Amendment to Allege Use (AAU) or a Statement of Use (SOU) has been filed and accepted by the USPTO; and

(b) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement.

(a) This Trademark Security Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration,

acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Blanket Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Blanket Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Blanket Security Agreement, the provisions of the Blanket Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE GOVERNING LAW SELECTED FOR THE SECURITY AGREEMENT.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of Grantor and Lender have executed this Trademark Security Agreement as of the date first above written.

Grantor:

AEP NVH OPCO, LLC

By: _____

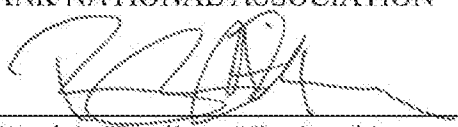

John Jacinto
Chief Executive Officer

Signature Page to Trademark Security Agreement


Lender:

U.S. BANK NATIONAL ASSOCIATION

By: _____


Brad A. Hamilton, Vice President

Schedule 1 – Trademarks

Trademark	Status	Registration Number	Registration Number
We Engineer Quiet	Active	8/15/17	5266839
Damplite	Active	6/6/17	5217348
AAI Applied Acoustics International	Active	4/4/17	5177721
Applied Acoustics International	Active	12/6/16	5097139
	Active	4/4/17	5177803

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