

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOLTTECH MANNINGS, INC.		08/20/2018	Corporation:
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BDC, INC.		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1808825	MONSTER GRIP	
Registration Number:	2417787	HITS WRENCH	
Registration Number:	2804646	SUPERKNIT	
Registration Number:	2308335	M MANNINGS U.S.A.	
Registration Number:	2310359	MANNINGS U.S.A.	
Registration Number:	2308334	MANNINGS	
Registration Number:	1971933	PORTA-TORQUE	
Serial Number:	76590673	TAG	
Registration Number:	3471819	MANWOOL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3126818637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. Box 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	18593894		

CH \$240.00 1808825

NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	08/22/2018
Total Attachments: 6 source=Executed Intellectual Property Security Agreement#page1.tif source=Executed Intellectual Property Security Agreement#page2.tif source=Executed Intellectual Property Security Agreement#page3.tif source=Executed Intellectual Property Security Agreement#page4.tif source=Executed Intellectual Property Security Agreement#page5.tif source=Executed Intellectual Property Security Agreement#page6.tif	

This Intellectual Agreement and the liens evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement (the “Subordination Agreement”) dated as of August 20, 2018 among Goldman Sachs BDC, Inc., in its capacity as administrative agent for the other Junior Creditors (as defined in the Subordination Agreement) and Siena Lending Group LLC, as Senior Creditor (as defined in the Subordination Agreement).

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Agreement”) dated as of August 20, 2018, by BOLTTECH MANNINGS, INC., a Pennsylvania corporation (“**Grantor**”) in favor of GOLDMAN SACHS BDC, INC., as administrative agent and collateral agent (together with its successors and assigns, “Administrative Agent”):

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor’s affiliates, Administrative Agent and the lenders from time to time party thereto (the “**Lenders**”) are parties to a certain Second Lien Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “**Loan Agreement**”) providing for the extensions of credit to be made to Grantor by Lenders; and

WHEREAS, Grantor has granted to Administrative Agent, for the benefit of itself and the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for the benefit of itself and the Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

4. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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

BOLTTECH MANNINGS, INC.

By: 

Name: Robert Steinberg

Title: President, Secretary, and Treasurer

Agreed and accepted as of the date first written above:

GOLDMAN SACHS BDC, INC.

By: *David Yu*

Name: David Yu

Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Patent	App.Date	Registration Date	Registration Number
Bolttech Mannings, Inc.	Stud Driver and Remover Having Core Relief Recess Preventing the Stud from Being Jammed in Core			5,690,004 (Expired)
Bolttech Mannings, Inc.	Wrench with High Inertia Torque System and Method for Using Same			5,970,824(Expired)
Bolttech Mannings, Inc.	Wrench with High Inertia Torque System and Method for Using Same	02/17/1999	02/17/1999	6,009,775
Bolttech Mannings, Inc.	Hydraulic Torque Wrench System			6,912,933(Expired)
Bolttech Mannings, Inc.	Hydraulic Torque Wrench System	07/05/2005	07/05/2005	7,082,858
Bolttech Mannings, Inc.	Torque Wrench with Quick-Release Gear Set	09/14/2005	09/14/2005	7,225,707
Bolttech Mannings, Inc.	Apparatus and Method of Inductively Heating a Workpiece with a Slender Bone			5,523,546(Expired)
Bolttech Mannings, Inc.	Cyclone Magnum Pneumatic Torque Wrench	09/29/2010	09/29/2010	D638,682 S
Bolttech Mannings, Inc.	Control Unit	09/29/2010	09/29/2010	D682646

(b) Trademarks and Trademark Licenses

Grantor	Trademark	Registration Date	Registration Number
Bolttech Mannings, Inc.	"MONSTER GRIP"	12/07/1993	1,808,825
Bolttech Mannings, Inc.	"HITS WRENCH"	01/02/2001	2,417,787
Bolttech Mannings, Inc.	"SUPERKNIT"	01/13/2004	2,804,646
Bolttech Mannings, Inc.	"M MANNINGS U.S.A." and Design	01/18/2000	2,308,335
Bolttech Mannings, Inc.	"MANNINGS U.S.A."	01/25/2000	2,310,359
Bolttech Mannings, Inc.	"MANNINGS"	01/18/2000	2,308,334

Bolttech Mannings, Inc. has the following Common Law Trademarks:

1. BOLTTECH-MANNINGS
2. PORTA-TORQUE (formerly the subject of U.S. Trademark Registration No. 1,971,933, issued on April 30, 1996)
3. TAG (formerly the subject of U.S. Trademark Registration No. 76/590,673 abandoned on June 30, 2005)
4. BOLTTECH-MANNINGS logo

[Schedule 1 to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006419 FRAME: 0903

5. MANWOOL (formerly the subject of U.S. Trademark Registration No. 3,471,819, issued on July 22, 2008)
6. MANNINGS USA, INC.
7. MANNINGS INC.
8. BOLTTECH-MANNINGS
9. Squarish M in Mannings USA, Inc.
10. Manwool
11. Superknit

(c) Copyrights and Copyright Licenses

None.

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[Schedule 1 to Intellectual Property Security Agreement]