

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AFC INDUSTRIES, INC.		08/31/2018	Corporation: OHIO
ACCURATE FASTENERS, INC.		08/31/2018	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC		
<b>Street Address:</b>	111 South Wacker Drive		
<b>Internal Address:</b>	36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2098727	AFC	
<b>Registration Number:</b>	2125310	ACT FAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	2165867021		
<b>Email:</b>	dpuljic@jonesday.com		
<b>Correspondent Name:</b>	DANIEL PULJIC / JONES DAY		
<b>Address Line 1:</b>	901 Lakeside Avenue, NORTH POINT		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	576818-620041		
<b>NAME OF SUBMITTER:</b>	DANIEL PULJIC		
<b>SIGNATURE:</b>	/Daniel Puljic/		
<b>DATE SIGNED:</b>	09/06/2018		
<b>Total Attachments: 5</b> source=trademark#page1.tif			

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2018, by AFC Industries, Inc., an Ohio corporation and Accurate Fasteners, Inc., a Massachusetts corporation (collectively, "Grantors"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among AFC-Dell Holding Corp., AFC Industries, Inc., Dell Fastener Corporation (collectively, "Borrowers"), the financial institutions party thereto from time to time ("Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to extend credit to Borrowers;

WHEREAS, Grantors will derive substantial direct and indirect benefit from the extensions of credit to Borrowers under the Credit Agreement;

WHEREAS, Agent and Lenders are willing to extend credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in 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 federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantors hereby acknowledge and affirm 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature pages follow]

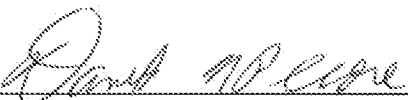
IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

AFC Industries, Inc.

By:   
Name: David Pecore  
Title: Chief Financial Officer, Treasurer and Secretary

Accurate Fasteners, Inc.

By:   
Name: David Pecore  
Title: Chief Financial Officer, Treasurer and Secretary

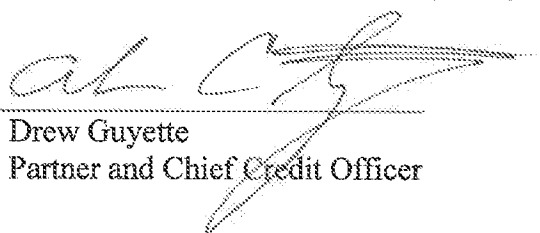
ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: \_\_\_\_\_

Name: Drew Guyette

Title: Partner and Chief Credit Officer

A handwritten signature in cursive script, appearing to read 'Drew Guyette', is written over a horizontal line. The signature is dark and somewhat stylized, with a long horizontal stroke extending to the right.

[AFC - Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006430 FRAME: 0313**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS & APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<u>Trademark</u>	<u>Serial/ Reg. No</u>	<u>Filing/ Reg. Date</u>	<u>Country</u>	<u>Owner</u>
<u>AFC &amp; Design</u>	<u>2098727</u>	<u>9/23/1997</u>	<u>United States</u>	<u>AFC Industries, Inc.</u>
<u>ACT FAST &amp; Design</u>	<u>2125310</u>	<u>12/30/1997</u>	<u>United States</u>	<u>Accurate Fasteners, Inc.</u>