

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motion & Control Enterprises LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5452189	MCE	
Registration Number:	5448287	RITTERTECH	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695679		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-18090		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	10/01/2018		
Total Attachments: 6			
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (this "Agreement") is made as of this 1st day of October, 2018, by the Grantors listed on the signature pages hereof (jointly and severally, the "Grantors" and each individually a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Motion & Control Enterprises LLC, a Delaware limited liability company ("Motion"), MCE Acquisition Corp., a Delaware corporation ("MCE Acquisition" and together with Motion and each person joined to the Credit Agreement as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), MCE Holdings LLC, a Delaware limited liability company ("Holdings" and, together with Borrowers and each Person joined to the Credit Agreement as a guarantor from time to time, collectively, the "Loan Parties" and each a "Loan Party"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Loan Parties from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this 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, each Grantor hereby agrees as follows:

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

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law; provided that in no event shall the IP Collateral include any Excluded Property:

(a) all of such Grantor's patents and patent applications (collectively, "Patents"), and licenses for any of the foregoing ("Patent Licenses"), including without limitation those referred to on Schedule I hereto;

(b) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), including without limitation those referred to on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing ("Trademark Licenses"), but excluding any "intent to use" trademark applications for which a statement of use or amendment to allege use has not been filed (but only until such

statement is filed) solely to the extent that, and during the period in which the grant of a security interest therein would impair the validity of or enforceability of such intent to use trademark application under applicable federal law; and

(c) all of such Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule I hereto;

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

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, any Patent, any Trademark licensed under any Trademark License, or any Patent licensed under any Patent License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the 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 IP 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.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule I hereto accurately lists all registered Patents, Copyrights and Trademarks of the Grantors which constitute Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantors shall give notice in writing to Agent with respect to any such new IP Collateral at such times as required pursuant to Section 9.17 of the Credit Agreement. Without limiting Grantors' obligations under this Section 6, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new IP Collateral of Grantors identified in such written notice provided by Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

7. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

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

MOTION & CONTROL ENTERPRISES LLC

By: 

Name: Ronald Kuehl
Title: Vice President

[Signature Page to Patent, Trademark and Copyright Security Agreement (MCE)]

TRADEMARK
REEL: 006446 FRAME: 0951

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Brian Caldwell
Title: Senior Vice President



[Signature Page to Patent, Trademark and Copyright Security Agreement (MCE)]

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

I. Patents and Patent Applications

None.

II. Trademarks and Trademark Applications

<u>MARK</u>	<u>OWNER</u>	<u>APPL. NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>JURISDICTION</u>
MCE & Design 	Motion & Control Enterprises LLC	87/609,914	5,452,189	4/24/2018	USPTO
RITTERTECH (stylized) 	Motion & Control Enterprises LLC	87/609,833	5,448,287	4/17/2018	USPTO

III. Copyrights and Copyright Applications

None.