

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brown LLC		10/04/2018	Limited Liability Company: MINNESOTA
Lyle Industries LLC		10/04/2018	Limited Liability Company: MINNESOTA
Thermoforming Technology Group LLC		10/04/2018	Limited Liability Company: MINNESOTA
NAS Nalle Automation Systems, LLC		10/04/2018	Limited Liability Company: DELAWARE
The Louis G. Freeman Company, LLC		10/04/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Dr., 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3675697	BROWN	
Registration Number:	4081691	EPCO	
Registration Number:	4591819	VERSAFORM	
Registration Number:	4742795	LYLE	
Registration Number:	5490295	NAS	
Serial Number:	87806775	FREEMAN	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		

OP \$165.00 3675697

Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7428.037

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 10/04/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 4, 2018, by the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC ("Agent"), as Agent for all 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 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among by and among Brown Machine Group Holdings, LLC, a Delaware limited liability company (the "Initial Borrower"), and following the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), Thermoforming Technology Group LLC, a Minnesota limited liability company ("TTG"), Brown LLC, a Minnesota limited liability company ("Brown"), Lyle Industries LLC, a Minnesota limited liability company ("Lyle Industries"), Brown Machine Real Estate LLC, a Minnesota limited liability company ("Brown Real Estate"), NAS Nalle Automation Systems, LLC, a Delaware limited liability company ("Nalle"), The Louis G. Freeman Company, LLC, an Ohio limited liability company ("Freeman"), together with the Initial Borrower, TTG, Brown, Lyle Industries, Brown Real Estate, and Nalle, each a "Borrower" and collectively, the "Borrowers"), the financial institutions party thereto from time to time ("Lenders"), and Agent, Agent and Lenders have agreed to provide credit facilities for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the credit facilities available as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor 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, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest, subject only to Permitted Liens (as defined in the Credit Agreement), in 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 "Trademark Collateral"; provided, that, Trademark Collateral shall not include any Excluded Property):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

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. Each Grantor hereby acknowledges and affirms 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. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

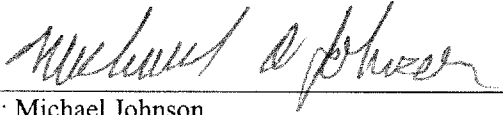
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.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

[Signature Page Follows]

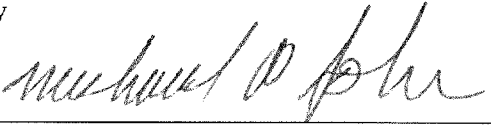
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

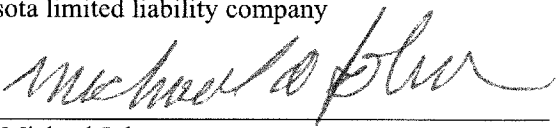
BROWN LLC, a Minnesota limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

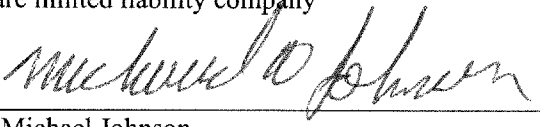
LYLE INDUSTRIES LLC, a Minnesota limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

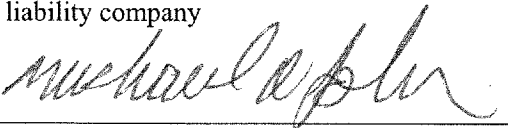
THERMOFORMING TECHNOLOGY GROUP LLC, a Minnesota limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

NAS NALLE AUTOMATION SYSTEMS, LLC, a Delaware limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

THE LOUIS G. FREEMAN COMPANY, LLC, an Ohio limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Country	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Brown LLC	US	BROWN	77/625033	3675697	12/02/2008	09/01/2009
Brown LLC	US	EPCO	77/934320	4081691	02/12/2010	01/10/2012
Brown LLC	US	VERSAFORM	86/105672	4591819	10/30/2013	08/26/2014
Lyle Industries LLC	US	LYLE	86/394503	4742795	09/15/2014	05/26/2015
NAS Nalle Automation Systems, LLC	US	NAS	87589513	5490295	8/30/17	6/12/18
Thermoforming Technology Group LLC	US	B BROWN MACHINE GROUP ¹	87/931714			
The Louis G. Freeman Company, LLC	US	FREEMAN	87806775			

¹ As of the Closing Date, this trademark is an intent to use trademark.