

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCALPIN INDUSTRIES INC.		10/12/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
Internal Address:	Attn: KeyBank Business Capital		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2537821	MCALPIN INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	BEHOUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	68538-258		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	10/19/2018		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 12, 2018 (the "Effective Date"), is entered into by and between **McALPIN INDUSTRIES INC.**, a New York corporation ("Debtor") and **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("Secured Party"). Debtor hereby grants to Secured Party a continuing security interest in and to, and Lien on, all of the "Trademark Collateral" as defined in Section 2 of this Agreement. Debtor and Secured Party hereby further agree as follows:

1. SECURED OBLIGATIONS: The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the "Obligations", as that term is defined in the Credit and Security Agreement dated of even date by and among Debtor, the other Loan Parties thereto and Secured Party (as the same may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement") and the liabilities, obligations and indebtedness of Debtor hereunder and under the other Loan Documents (such obligations and the liabilities, obligations and indebtedness of Debtor hereunder and under the other Loan Documents being, collectively, the "Secured Obligations").

2. TRADEMARK COLLATERAL: The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively: (a) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement, collectively, as "Trademark License Rights"); and (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

3. DEFINITIONS: Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the New York UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the New York UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and "New York UCC" means the Uniform Commercial Code, as adopted in New York, as amended or superseded from time to time.

4. LICENSES: Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademarks (a "Trademark License") included in the Trademark Collateral without the prior written consent of Secured Party, which consent will not be unreasonably withheld by Secured Party so long as no Event of Default has occurred and is continuing (in which case Secured Party may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES:

To induce Lender to continue to make Loans and other extensions of credit to the Borrower pursuant to the Loan Documents, Debtor represents and warrants to Secured Party that the following statements are, as of the Effective Date and as of the date each representation and warranty set forth in the Credit Agreement is required to be made or is deemed to be remade pursuant thereto, true:

(a) (i) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral shall be, the owner of each and every item of the Trademark Collateral, in each case free from any Lien or license except (A) for the security interest hereby granted or as otherwise disclosed on Schedule I, (B) to the extent, if any, of Permitted Encumbrances, and (C) to the extent of any license expressly permitted by this Agreement; and (ii) Debtor has the right to grant a security interest in the Trademark Collateral;

(b) Set forth in Schedule I is a complete and accurate list of all federally registered Trademarks, applications for Trademark registrations, and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) Except as otherwise set forth on Schedule I, each Trademark is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and to the knowledge of Debtor, each application for any Trademark is valid, registered or registrable and enforceable;

(d) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as expressly permitted under Section 4 or as otherwise disclosed on Schedule I;

(e) To the knowledge of Debtor, reasonable and proper statutory notice has been used in all material respects in connection with the use of each registered trademark and service mark;

(f) Except as may be set forth on Schedule I, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Body is currently or is reasonably expected to be required either: (i) for the grant by Debtor of the Liens granted hereby or for the execution, delivery or performance of this Agreement by Debtor, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS: Until the Termination of this Agreement in accordance with Section 9(k) of this Agreement:

(a) Debtor will furnish to Secured Party upon Secured Party's request a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting Secured Party's security interest in any or all of the Trademark Collateral;

(b) Should Debtor obtain an ownership interest in any federally registered Trademark License Rights or federally registered Trademarks which are not now identified in Schedule I: (i) Debtor will give prompt written notice to the Secured Party, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Debtor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral under this Section 6(b);

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not abandon (i) any item of Trademark Collateral or (ii) any right to file an application for Trademark registration unless, in each case, the goodwill of the business connected with and symbolized by such item of Trademark Collateral or application for Trademark registration is not material in the conduct of Debtor's business or Debtor has reasonably determined otherwise that it is in its best interests to abandon such registration;

(d) Debtor will notify the Secured Party promptly (i) of any information which Debtor has received which could reasonably be expected to materially adversely affect the value of the Trademark Collateral or the rights of Secured Party with respect thereto and (ii) when Debtor has knowledge (A) that any item of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Body (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify the Secured Party if Debtor becomes aware that any of the Trademark Collateral is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best

interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other commercially reasonable actions under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) Except as may be expressly permitted by this Agreement or the Credit Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for any Permitted Encumbrances or as may otherwise be disclosed in Schedule I; or (iii) take any other action in connection with any of the items of Trademark Collateral that could materially impair the value of the interests or rights of Debtor or Secured Party in, to or under such Trademark Collateral;

(g) Debtor will exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice in connection with its use of each registered Trademark material to its business; and

(h) Debtor will pay all reasonable expenses, including reasonable attorneys' fees, incurred by Secured Party in the exercise (including enforcement) of any of Secured Party's rights or remedies under this Agreement or applicable law; and Debtor agrees that said expenses and fees shall constitute part of the Secured Obligations and be secured by the Trademark Collateral and the other Collateral.

7. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party (with full power of substitution) its true and lawful attorney in fact: (a) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Secured Party's reasonable written request therefor, and/or file financing statements reflecting Secured Party's security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein, (b) to record the security interest in any and all Trademark Collateral in favor of Secured Party with the United States Patent and Trademark Office (and each other applicable Governmental Body), (c) to execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise protect or maintain the security interest granted herein, and (d) upon the occurrence and during the continuance of an Event of Default: (i) to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral, (ii) to assign of record in the United States Patent and Trademark Office (and each other applicable Governmental Body) any and all of the Trademark Collateral in Secured Party's name (or the name of any nominee), or (iii) otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked except by Lender until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT:

(a) After the occurrence and during the continuance of an Event of Default,

(i) Secured Party may resort to the rights and remedies available at law, in equity, under this Agreement and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including the right to (A) cause the assignment of record in the

United States Patent and Trademark Office (or any other applicable Governmental Body) of the Trademark Collateral in Secured Party's name or in the name of any nominee of Secured Party; (B) require Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make the documents available to Secured Party at a place to be designated by Secured Party; (C) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person and exercise any and all rights and remedies of Secured Party under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (D) sell the Trademark Collateral at public or private sale, and Debtor will, after payment in full in cash of all Secured Obligations, be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of such Event of Default, (I) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (II) Debtor will supply to Secured Party or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services;

(ii) Debtor will, upon written request, assemble any records pertaining to the Trademark Collateral and make them available at a place reasonably designated by Secured Party; and

(iii) Secured Party may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Secured Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies with respect to the occurrence and during the continuance of an Event of Default, but each is cumulative and in addition to every other remedy given under this Agreement and the other Loan Documents, or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Secured Party shall not have any obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Secured Party to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Secured Obligations or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Secured Party's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the

commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. GENERAL PROVISIONS:

(a) All rights of the Secured Party shall inure to the benefit of its successors, assigns and affiliates and all obligations of Debtor shall bind the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York conflicts of law principles).

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid provision will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements (or other similar filings) and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement (or other similar filings) or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements (or other similar filings), continuation statements or other such documents as have been filed naming Debtor as debtor and Secured Party as secured party. Secured Party is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or, after the occurrence and during the continuance of an Event of Default, enforce the security interest granted to Secured Party in the Trademark Collateral.

(f) Secured Party shall not have any duty of care with respect to the Trademark Collateral except that Secured Party shall exercise reasonable care with respect to the Trademark Collateral in Secured Party's custody. Secured Party shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Secured Party accords its own property or (ii) Secured Party takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Secured Party will not be deemed to have, and nothing in this

subparagraph (f) may be construed to deem that Secured Party has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Secured Party failed to comply with any request of Debtor or (B) Secured Party failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Secured Party has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements, amendments and other modifications thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the “Collateral” as defined in the Credit Agreement or Secured Party’s rights or remedies respecting such “Collateral”. Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Credit Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

(h) SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Secured Party does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Secured Party’s judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party’s judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Party; therefore, Debtor agrees that Secured Party, if Secured Party so requests, shall be entitled to seek temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will terminate (“Termination”) on the later to occur of: (i) the full performance, payment in cash and satisfaction of the Secured Obligations and (ii) the termination of the Credit Agreement. Upon such Termination, Secured Party will, promptly upon Debtor’s request and at Debtor’s expense, execute and deliver to Debtor a release of the Lien granted to Secured Party hereunder on the Trademark Collateral or similar instrument of re-conveyance prepared by Secured Party and reasonably acceptable to Debtor, and deliver UCC termination statements with respect to the Lien granted to Secured Party hereunder on the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTOR:

McALPIN INDUSTRIES INC.

By: Michael J. McAlpin
Name: Michael J. McAlpin
Title: Vice President

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

DEBTOR:

McALPIN INDUSTRIES INC.

By: _____

Name: Michael J. McAlpin

Title: Vice President

SECURED PARTY:

KEYBANK NATIONAL ASSOCIATION

By:  _____

Name: Adam Stiffler

Title: Vice President

SCHEDULE I

TRADEMARKS AND TRADEMARK LICENSES

Registered U.S. Trademarks

Ref	Mark	Serial Number	Registration Number	Registration Date
1	"McAlpin Industries"	76051761	2537821	2/12/2002

State Trademarks: None

International Registrations: None

Trademark Licenses and Trademark License Rights: None

Service Mark: None