

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oberg Acquisition Company, LLC		12/03/2018	Limited Liability Company: DELAWARE
Oberg Industries, Inc.		12/03/2018	Corporation: PENNSYLVANIA
Oberg Holding Company, LLC		12/03/2018	Limited Liability Company: DELAWARE
Oberg Medical Products Company, LLC		12/03/2018	Limited Liability Company: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	525 William Penn Place
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3635971	MDP
Registration Number:	3613180	VOLTRON
Registration Number:	2927399	QUICK LAP
Registration Number:	2448374	SMARTBLOX

CORRESPONDENCE DATA

Fax Number: 4123942555

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.

Phone: 412-394-7767

Email: traip@clarkhill.com

Correspondent Name: Paul Bangor, Jr., Esquire

Address Line 1: 301 Grant Street, 14th Floor

Address Line 2: One Oxford Center

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 83506.340926

TRADEMARK

NAME OF SUBMITTER:	Paul D. Bangor, Jr.
SIGNATURE:	/Paul D. Bangor, Jr./
DATE SIGNED:	12/12/2018
Total Attachments: 4 source=20181212163340#page1.tif source=20181212163340#page2.tif source=20181212163340#page3.tif source=20181212163340#page4.tif	

**NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS**

December 3, 2018

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto and Citizens Bank of Pennsylvania, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Administrative Agent (for itself and for the benefit of the Lenders); and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Administrative Agent (for itself and for the benefit of the Lenders), a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm its grant to the Administrative Agent (for itself and for the benefit of the Lenders) of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent (for itself and for the benefit of the Lenders) with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.


The Administrative Agent's address is 525 William Penn Place, Pittsburgh, Pennsylvania 15219.

[INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal.

GRANTORS:

OBERG ACQUISITION COMPANY, LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Tyson Smith

Title: President, Secretary and Treasurer

OBERG INDUSTRIES, INC., a Pennsylvania
corporation

By: _____ (SEAL)

Name: Stephen J. Gurgovits, Jr.

Title: Vice President

OBERG HOLDING COMPANY, LLC , a Delaware
limited liability company

By: _____ (SEAL)

Name: Stephen J. Gurgovits, Jr.

Title: Vice President and Secretary

OBERG MEDICAL PRODUCTS
COMPANY, LLC, a Pennsylvania limited
liability company

By: _____ (SEAL)

Name: Stephen J. Gurgovits, Jr.

Title: Vice President and Secretary

[SIGNATURE PAGE – NOTICE OF SECURITY INTEREST (TRADEMARKS)]

220630344

TRADEMARK
REEL: 006499 FRAME: 0238

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REEL: 006499 FRAME: 0239

SCHEDULE A

TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
MDP	77251484	8/9/07	3635971	6/9/09	Oberg Industries	Registered
VOLTRON	77251513	8/9/07	3613180	4/28/09	Oberg Industries	Registered
QUICK LAP	76546769	9/8/03	2927399	2/22/05	Oberg Industries	Registered
SMARTBLOX	75752663	7/16/99	2448374	5/1/01	Oberg Industries	Registered