

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM504317

<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>
CENTER - MOELLER PRODUCTS LLC		12/14/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO STRATEGIC CAPITAL, INC.		
<b>Street Address:</b>	10 South Wacker Drive		
<b>Internal Address:</b>	13th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75358490	LOCK-N-SEAL	
<b>Serial Number:</b>	73071009	EASY-GRIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	030047.000136		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	01/03/2019		
<b>Total Attachments: 6</b>			

OP \$65.00 75358490

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 14, 2018 by and between CENTER - MOELLER PRODUCTS LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at 715 South Street, Mayville, Wisconsin 53050, and WELLS FARGO STRATEGIC CAPITAL, INC., a Texas corporation, as Administrative Agent (the "Administrative Agent"), with offices at 10 South Wacker Drive, 13th Floor, Chicago, Illinois 60606, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Senior Subordinated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Mayville Engineering Company, Inc., a Wisconsin corporation ("Mayville" or the "Borrower"), the Lenders who are or may become party thereto, and the Administrative Agent, and (b) the Collateral Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties (including, without limitation, the Grantor) in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding any United States federal "intent to use" trademark applications to the extent that, and solely during the period that, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such "intent to use" trademark application under Applicable Law; provided that upon the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege or a verified statement of use pursuant to 15 U.S.C. Section 1060, such "intent to use" trademark application shall constitute Collateral), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

Provided, however, that the security interests granted herein shall not extend to any Trademark License or any rights thereunder where Grantor is a licensee to the extent that the granting of a security interest therein would, under the express terms of such license, be prohibited or restricted or result in a breach of the terms of, constitute a default under, or result in a termination of any such license or any related agreement, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party.


The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]



Agreed and Accepted as of the date first above written.

**WELLS FARGO STRATEGIC CAPITAL, INC.,**  
as Administrative Agent

By:   
Name: Keith J. Cable  
Title: Managing Director

*[Signature Page to Trademark Security Agreement for Center - Moeller Products LLC]*

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Date of First Use</u>
LOCK 'N SEAL	75358490	Center - Moeller Products LLC	9/17/1997	9/29/1997
EASY GRIP	73071009	Center - Moeller Products LLC	12/5/1975	6/25/1975

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.