

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAYVILLE ENGINEERING COMPANY, INC.		12/14/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	WELLS FARGO STRATEGIC CAPITAL, INC.		
Street Address:	10 South Wacker Drive		
Internal Address:	13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74045125	MEC	
Serial Number:	86024518	EXPERIENCE YOU CAN TRUST	
Serial Number:	87193353	MEC	
Serial Number:	87173353	MEC MARKSMAN	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7043311000		
Email:	maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	030047.000136		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/03/2019		

OP \$115.00 74045125

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of December 14, 2018 by and between MAYVILLE ENGINEERING COMPANY, INC., a Wisconsin corporation (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.

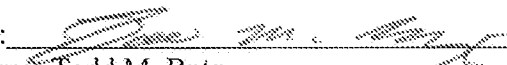
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

GRANTOR:

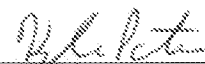
MAYVILLE ENGINEERING COMPANY, INC.

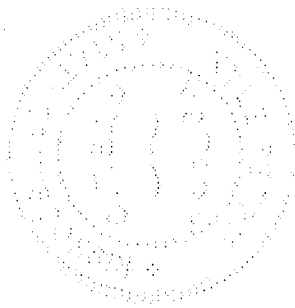
By: 
Name: Todd M. Butz
Title: Chief Financial Officer, Secretary and Treasurer

STATE OF Wisconsin)
) SS
COUNTY OF Dodge)

This instrument was acknowledged before me on December 19, 2018, by Todd M. Butz as Chief Financial Officer, Secretary and Treasurer of Mayville Engineering Company, Inc., a Wisconsin corporation.

[Seal]



Notary Public, State of Wisconsin
My commission expires: 6-3-19



[Signature Page to Trademark Security Agreement]

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]

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>
	74045125	Mayville Engineering Company, Inc.	04/02/1990	1958
EXPERIENCE YOU CAN TRUST	86024518	Mayville Engineering Company, Inc.	07/31/2013	9/13/2013
MEC	87193353	Mayville Engineering Company, Inc.	10/05/2016	6/1/1947
MEC MARKSMAN	87173353	Mayville Engineering Company, Inc.	09/16/2016	9/30/2016

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.