

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novaria Holdings, LLC		12/19/2018	Limited Liability Company: DELAWARE
ESNA, LLC		12/19/2018	Limited Liability Company: DELAWARE
Ferco Tech, LLC		12/19/2018	Limited Liability Company: DELAWARE
Space-Lok, Inc.		12/19/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Administrative Agent
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4073390	FERCO AEROSPACE
Registration Number:	2220000	SLI
Registration Number:	1046680	COLLARLOK
Registration Number:	0819775	ESLOK
Registration Number:	0784259	THE RED NYLON RING OF RELIABILITY
Registration Number:	0620669	
Registration Number:	0611674	
Registration Number:	0574202	ELASTIC STOP
Registration Number:	0554340	ESNA

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

TRADEMARK

Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 12/19/2018

Total Attachments: 6

source=Novaria - Executed Trademark Security Agreement#page1.tif

source=Novaria - Executed Trademark Security Agreement#page2.tif

source=Novaria - Executed Trademark Security Agreement#page3.tif

source=Novaria - Executed Trademark Security Agreement#page4.tif

source=Novaria - Executed Trademark Security Agreement#page5.tif

source=Novaria - Executed Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2018 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among NOVARIA HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), each Subsidiary Guarantor party thereto as of the date hereof (each such Subsidiary Guarantor, individually, a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"), and together with the Borrower, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a)the Credit Agreement, dated as of December 19, 2018 among the Borrower, the Lenders from time to time party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b)the Pledge and Security Agreement, dated as of December 19, 2018, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor whose signature page is provided below, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral 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 herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

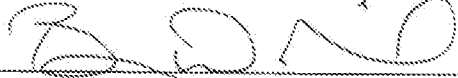
4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

NOVARIA HOLDINGS, LLC,
as Grantor

By: 
Name: Bryan Perkins
Title: Co-Chief Executive Officer &
President

ESNA, LLC
FERCO TECH, LLC,
as Grantors

By: 
Name: Bryan Perkins
Title: Manager

SPACE-LOK, INC.,
as Grantor

By: 
Name: Bryan Perkins
Title: President

[Signature Page to Trademark Security Agreement]

CITIZENS BANK, N.A., as the Administrative
Agent


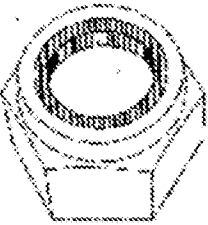
Aman Patel

Name: Aman Patel
Title: Vice President

SCHEDULE I

TRADEMARKS

Mark	Jurisdiction	Registration Number / Date	Serial Number / Date	Owner
FERCO AEROSPACE	United States	4073390 / 12/20/2011	85274676 / 3/23/2011	(Registrant) Ferco Tech Corporation (Last Listed Owner) Ferco Tech, LLC
Word Mark SLI	United States	2220000 / 1/26/1999	75269036 / 4/3/1997	Space-Lok Inc.
Word Mark COLLARLOK	United States	1046680 / 8/24/1976	73074511 / 1/16/1975	ESNA, LLC
Word Mark ESLOK	United States	0819775 / 12/6/1966	72248653 / 6/22/1966	ESNA, LLC
<p><i>the red nylon ring</i>  <i>of reliability</i></p> <p>Word Mark THE RED NYLON RING OF RELIABILITY</p>	United States	0784259 / 2/2/1965	72191527 / 4/20/1964	ESNA, LLC

Mark	Jurisdiction	Registration Number / Date	Serial Number / Date	Owner
 <p>Mark Drawing Code DESIGN ONLY</p>	United States	0620669 / 2/7/1956	71675977 / 11/3/1954	ESNA, LLC
 <p>Mark Drawing Code DESIGN ONLY</p>	United States	0611674 / 9/6/1955	71675976 / 11/3/1954	ESNA, LLC
<p>ELASTIC STOP</p>	United States	0574202 / 5/12/1953	71608346 / 1/4/1951	ESNA, LLC
<p>ESNA</p>	United States	0554340 / 2/5/1952	71565692 / 9/23/1948	ESNA, LLC
<p>Envelox</p>	United States	N/A	87886366 / 4/20/2018	Novaria Holdings, LLC