

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sparton Corporation		03/04/2019	Corporation: OHIO
Sparton DeLeon Springs, LLC		03/04/2019	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	TCW Asset Management Company LLC, as collateral agent
Street Address:	200 Clarendon Street
Internal Address:	51st Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3299019	SPARTON MEDICAL SYSTEMS
Registration Number:	3526284	SPARTON
Registration Number:	4202250	ADAPTNAV
Registration Number:	4202251	NORTHTEK
Registration Number:	4454869	CONQUERING COMPLEXITY
Registration Number:	5085301	
Registration Number:	5131453	AYDIN

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10022

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ATTORNEY DOCKET NUMBER:	059182-0083
NAME OF SUBMITTER:	Scott Kareff (059182-0083)
SIGNATURE:	/kc for sk/
DATE SIGNED:	03/05/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This "**Trademark Security Agreement**", dated as of March 4, 2019, is made by Sparton Corporation, an Ohio corporation ("**Sparton**") and Sparton DeLeon Springs, LLC, a Florida limited liability company ("**DeLeon**", and together with Sparton, each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of TCW Asset Management Company LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**") for the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among STRIKER MERGER SUB 2018, INC., an Ohio corporation ("**Merger Sub**" and, immediately before the consummation of the Sparton Acquisition (as defined therein), the "**Borrower**"), SPARTON CORPORATION, an Ohio Corporation ("**Sparton**" and, upon the consummation of the Sparton Acquisition, the "**Borrower**"), SPARTON PARENT, INC., a Delaware corporation ("**Holdings**"), the Subsidiary Guarantors (as defined therein) party thereto, the Lenders (as defined therein) and TCW ASSET MANAGEMENT COMPANY LLC, as administrative agent (in such capacity, including any successor thereto in such capacity, the "**Administrative Agent**") for the Lenders and as collateral agent (in such capacity, including any successor thereto in such capacity, the "**Collateral Agent**") for the Secured Parties (as defined therein), the Lenders have agreed to extend credit to the Borrower in the form of term loans in an aggregate principal amount of \$130,000,000 and revolving loans in an aggregate principal amount of up to \$30,000,000 (containing a subfacility for the issuance of Letters of Credit (as defined in the Credit Agreement) in an aggregate principal amount of up to \$10,000,000), and Holdings and each Subsidiary Guarantor provided a guarantee of the Secured Obligations upon the terms and subject to the conditions set forth therein; and

WHEREAS, all of the Grantors are party to a Security Agreement, dated as of March 4, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges, collaterally assigns and grants to the Collateral Agent for the benefit of the Secured

Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the 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 incorporated by reference herein as if fully set forth herein.

Section 4. **Grantor Remains Liable**. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. **Counterparts**. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Trademark Security Agreement by facsimile transmission or other customary means of electronic transmission (e.g. "pdf") shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

Section 6. **Governing Law**. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT OR ANY SUCH OTHER LOAN DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SPARTON CORPORATION


By: 
Name: Joseph G. McCormack
Title: Senior Vice President and Chief Financial Officer

SPARTON DELEON SPRINGS, LLC

By: 
Name: Joseph G. McCormack
Title: Vice President

ACKNOWLEDGED AND AGREED as of
the date first above written:

**TCW ASSET MANAGEMENT
COMPANY LLC**, as Collateral Agent

By: 
Name: Suzanne Grosso
Title: Managing Director


[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006581 FRAME: 0789**

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Mark Description	Country	Reg. No.	Reg. Date	Owner of Record	Owned/ Licensed
SPARTON MEDICAL SYSTEMS	US	3,299,019	9/25/2007	Sparton Corporation	Security Interest held by BMO Harris Bank N.A.
SPARTON	US	3,526,284	11/4/2008	Sparton Corporation	Security Interest held by BMO Harris Bank N.A.
ADAPTNVAV	US	4,202,250	9/4/2012	Sparton DeLeon Springs, LLC	Security Interest held by BMO Harris Bank N.A.
NORTTEK	US	4,202,251	9/4/2012	Sparton DeLeon Springs, LLC	Security Interest held by BMO Harris Bank N.A.
CONQUERING COMPLEXITY	US	4,454,869	12/24/2013	Sparton Corporation	Security Interest held by BMO Harris Bank N.A.
	US	5,085,301	11/22/2016	Sparton Corporation	Owned
	EU	1316499	7/1/2016	Sparton Corporation	Owned
	MEXICO	1316499	7/1/2016	Sparton Corporation	Owned

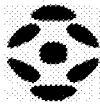
Mark Description	Country	Reg. No.	Reg. Date	Owner of Record	Owned/ Licensed
	VIETNAM	1316499	7/1/2016	Sparton Corporation	Owned
AYDIN	US	5,131,453	1/31/2017	Sparton Corporation	Owned
SPARTON	EU	2333755	3/3/2005	Sparton Corporation	Owned
SPARTON	Canada	TMA775013	8/19/2010	Sparton Corporation	Owned
	UK	1233671	8/27/1984	Sparton Corporation	Owned
SPARTON					
SPARTON	Canada	TMA 336136	1/8/1988	Sparton Corporation	Owned
SPARTON					
SPARTON					
SPARTON MEDICAL SYSTEMS	EU	4647467	10/11/2007	Sparton Corporation	Owned
SPARTON	EU	006255962	8/29/2008	Sparton Corporation	Owned
SPARTON	China	6262535	9/7/2010	Sparton Corporation	Owned
SPARTON	Korea	45-0026120	1/14/2009	Sparton Corporation	Owned
SPARTON	Mexico	1011449	11/15/2007	Sparton Corporation	Owned

Mark Description	Country	Reg. No.	Reg. Date	Owner of Record	Owned/ Licensed
SPARTON	Taiwan	01334264	10/16/2008	Sparton Corporation	Owned
SPARTON	Vietnam	140205	1/7/2010	Sparton Corporation	Owned
SPARTON	India	1599111	12/30/2013	Sparton Corporation	Owned
SPARTON	Australia	1197395	2/26/2008	Sparton Corporation	Owned
SPARTON	China	6262537	3/28/2010	Sparton Corporation	Owned
SPARTON	China	6262526	8/28/2010	Sparton Corporation	Owned
SPARTON	Mexico	1017344	12/11/2007	Sparton Corporation	Owned
SPARTON	Mexico	1011451	11/15/2007	Sparton Corporation	Owned
SPARTON	Hong Kong	300948835	9/6/2007	Sparton Corporation	Owned
ADAPTNNAV	Canada	TMA 888359	10/20/2014	Sparton DeLeon Springs, LLC	Owned
ADAPTNNAV	EU	011066057	12/5/2012	Sparton DeLeon Springs, LLC	Owned
ADAPTNNAV	China	11264798	12/21/2013	Sparton DeLeon Springs, LLC	Owned
ADAPTNNAV	Korea	40-0993196	9/5/2013	Sparton DeLeon Springs, LLC	Owned
ADAPTNNAV	Israel	248174	2/2/2014	Sparton DeLeon Springs, LLC	Owned

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Mark Description	Country	Reg. No.	Reg. Date	Owner of Record	Owned/Licensed
NORTHTEK	Canada	TMA 888360	10/20/2014	Sparton DeLeon Springs, LLC	Owned
NORTHTEK	EU	011066123	2/10/2013	Sparton DeLeon Springs, LLC	Owned
NORTHTEK	China	11264797	12/21/2013	Sparton DeLeon Springs, LLC	Owned
NORTHTEK	Korea	40-0993199	9/5/2013	Sparton DeLeon Springs, LLC	Owned
NORTHTEK	Israel	248175	11/4/2014	Sparton DeLeon Springs, LLC	Owned
AYDIN	EU	015511264	10/7/2016	Sparton Corporation	Owned
CONQUERING COMPLEXITY	CANADA	TMA 980506	9/13/2017	Sparton Corporation	Owned
AYDIN	Canada	TMA 994501	4/16/2018	Sparton Corporation	Owned
STEALTH	Canada	TMA 836393	11/14/2012	Sparton of Canada, Ltd	Owned

Trademark Applications

<u>Mark Description</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Owner of Record</u>
	Canada	1789679	7/4/2016	Sparton Corporation

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RECORDED: 03/05/2019