

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM517640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Westfall Acquisition III, Inc.		01/23/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Midcap Financial Trust		
<b>Street Address:</b>	7255 Woodmont Avenue		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Trust: DELAWARE		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>Apollo Capital Management, L.P., DELAWARE, Limited Partnership</li> <li>Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company</li> </ul>		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4147982		
<b>Registration Number:</b>	3768107	RHEO-PRO	
<b>Registration Number:</b>	3768106	MHS	
<b>Registration Number:</b>	3726806	MOLD HOTRUNNER SOLUTIONS	
<b>Registration Number:</b>	4482909	M2M	
<b>Registration Number:</b>	3741029	THINK SMALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	3129847551		
<b>Email:</b>	lgrabowski@mwe.com		
<b>Correspondent Name:</b>	L. Grabowski / McDermott Will & Emery		
<b>Address Line 1:</b>	444 W. Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>NAME OF SUBMITTER:</b>	Laurin Grabowski		

CH \$165.00 4147982

<b>SIGNATURE:</b>	/lauringrabowski/
<b>DATE SIGNED:</b>	04/05/2019
<b>Total Attachments: 6</b> source=Westfall-Joinder-Trademark Security Agreement (WA III)#page1.tif source=Westfall-Joinder-Trademark Security Agreement (WA III)#page2.tif source=Westfall-Joinder-Trademark Security Agreement (WA III)#page3.tif source=Westfall-Joinder-Trademark Security Agreement (WA III)#page4.tif source=Westfall-Joinder-Trademark Security Agreement (WA III)#page5.tif source=Westfall-Joinder-Trademark Security Agreement (WA III)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2019, is made by Westfall Acquisition III, Inc., a Delaware corporation (the "Grantor"), in favor of Midcap Financial Trust ("Midcap"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 13, 2018 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time the "Credit Agreement"), by Westfall Technik, Inc., as the Borrower, Westfall Technik Intermediate Holdings, LLC ("Holdings"), as a Guarantor, the other Loan Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Midcap, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Joinder Agreement of even date herewith in favor of Administrative Agent, to become party to the Guaranty and Security Agreement dated as of September 13, 2018, in favor of Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), and to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is required in accordance with the Guaranty and Security Agreement to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to make their respective extensions of credit to the Borrower under the Credit Agreement, Grantor hereby agrees with Administrative Agent as follows:

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

Section 2.      Grant of Security Interest in Trademark Collateral. 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 mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 Grantor (the "Trademark Collateral"):

(a)      all of its Trademarks, 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.      Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4.      Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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.      Termination. Upon satisfaction of the conditions set forth in subsection 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantor, shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6.      Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7.      Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

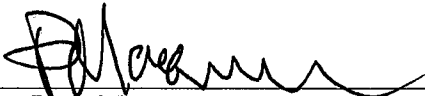
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

WESTFALL ACQUISITION III, INC.,  
as Grantor

By: \_\_\_\_\_

  
Name: Perry Morgan

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

MIDCAP FINANCIAL TRUST,  
as Administrative Agent

By: Apollo Capital Management, L.P.  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By: \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK  
REEL: 006610 FRAME: 0791

IN WITNESS WHEREOF, 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,

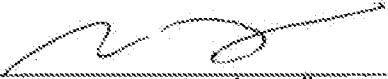
WESTFALL ACQUISITION III, INC.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

MIDCAP FINANCIAL TRUST,  
as Administrative Agent

By: Apollo Capital Management, L.P.  
its investment manager  
By: Apollo Capital Management GP, LLC,  
its general partner

By:  \_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 006610 FRAME: 0792

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations of Westfall Acquisition III, Inc.

1. REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION No.	SERIAL No.	COUNTRY
COLOR BLUE HOT RUNNER PRODUCTS (DESIGN)	4147982	77394414	US
RHEO-PRO	3768107	77393947	US
MHS	3768106	77393903	US
MOLD HOTRUNNER SOLUTIONS	3726806	77393868	US
M2M	4482909	77819242	US
THINK SMALL	3741029	77630883	US

TRADEMARK	REGISTRATION No.	APPLICATION NUMBER	COUNTRY
COLOR BLUE HOT RUNNER PRODUCTS (DESIGN)	TMA794372	1380366	CA
RHEO-PRO	TMA743267	1380363	CA
MHS	TMA743275	1380361	CA
MOLD HOTRUNNER SOLUTIONS	TMA751465	1380359	CA
M2M	TMA829189	1449260	CA
THINK SMALL	TMA729173	1367888	CA
HUMMINGBIRD	TMA730510	1334352	CA

2. TRADEMARK APPLICATIONS

None.