

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westfall Technik, Inc.		09/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust		
Street Address:	7255 Woodmont Avenue		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Trust: DELAWARE		
Composed Of:	<ul style="list-style-type: none"> • Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company • Apollo Capital Management, L.P., DELAWARE, Limited Partnership 		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87603112	WESTFALL TECHNIK	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	3102774110		
Email:	hyu@mwe.com		
Correspondent Name:	Han Yu, c/o McDermott Will & Emery LLP		
Address Line 1:	2049 Century Park East, Suite 3200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Han Yu		
SIGNATURE:	/Han Yu/		
DATE SIGNED:	05/28/2019		
Total Attachments: 5			
source=Midcap-Westfall-Trademark Security Agreement (Westfall Technik) - Executed#page1.tif			
source=Midcap-Westfall-Trademark Security Agreement (Westfall Technik) - Executed#page2.tif			

CH \$40.00 87603112

source=Midcap-Westfall-Trademark Security Agreement (Westfall Technik) - Executed#page3.tif

source=Midcap-Westfall-Trademark Security Agreement (Westfall Technik) - Executed#page4.tif

source=Midcap-Westfall-Trademark Security Agreement (Westfall Technik) - Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2018, is made by Westfall Technik, Inc., a Delaware corporation (the “Grantor”), in favor of Midcap Financial Trust (“Midcap”), as administrative 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) and the other Secured Parties.

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, 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 (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required 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 enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, 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 of Grantor, 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 TECHNIK, INC.,
as Grantor

By: 
Name: Perry Morgan
Title: Chief Financial Officer and Treasurer

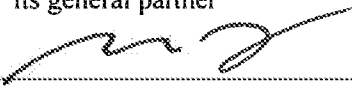
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

MIDCAP FINANCIAL TRUST
as Administrative Agent, L/C Issuer, Swingline Lender and a Lender

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 AND SECURITY AGREEMENT]

TRADEMARK
REEL: 006654 FRAME: 0790

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None.

2. TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	APPLICATION DATE	OWNER
INCEPTIVE DESIGN GROUP	87/833197 (Intent to Use)	3/14/2018	Westfall Technik, Inc.
WESTFALL INNOVATIONS	87/603085 (Intent to Use)	9/11/2017	Westfall Technik, Inc.
WESTFALL TECHNIK	87/603112 (Intent to Use)	9/11/2017	Westfall Technik, Inc.