

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HTI TECHNOLOGY AND INDUSTRIES, INC.		07/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	340 Madison Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4013054	AMERICAN CONTROL ELECTRONICS ACE	
Registration Number:	3909475	AMERICAN CONTROL ELECTRONICS	
Registration Number:	5734243	TRIDENT MOTION	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	James.Murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		
DATE SIGNED:	07/16/2019		
Total Attachments: 6			
source=USPTO Filing - Trademark Security Agreement (PNC_HTI) (Sent 07_16_19)#page1.tif			
source=USPTO Filing - Trademark Security Agreement (PNC_HTI) (Sent 07_16_19)#page2.tif			

OP \$90.00 4013054

source=USPTO Filing - Trademark Security Agreement (PNC_HTI) (Sent 07_16_19)#page3.tif

source=USPTO Filing - Trademark Security Agreement (PNC_HTI) (Sent 07_16_19)#page4.tif

source=USPTO Filing - Trademark Security Agreement (PNC_HTI) (Sent 07_16_19)#page5.tif

source=USPTO Filing - Trademark Security Agreement (PNC_HTI) (Sent 07_16_19)#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”), dated as of July 15, 2019, is made by HTI TECHNOLOGY AND INDUSTRIES, INC., a Delaware corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION (“Grantee”), as agent for the financial institutions which are now or which hereafter become a party (collectively, the “Lenders” and each individually, a “Lender”) to that certain Revolving Credit, Term Loan and Security Agreement (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the “Credit Agreement”), dated of even date herewith, by and among Grantor, Grantee and Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Grantor;

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“USPTO”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security**. Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “Trademark Collateral”):

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith (the “Trademarks”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term “Trademark Collateral” shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or

examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Credit Agreement and Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the Other Documents.

6. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

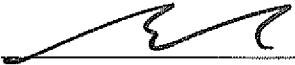
8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

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

HTI TECHNOLOGY AND INDUSTRIES, INC.

By:  _____

Name: Michael W. Rubel

Title: Vice President

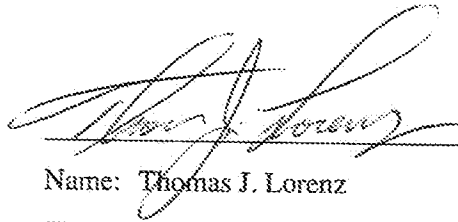
[Signature Page to Trademark Security Agreement – PNC (HTI)]

**TRADEMARK
REEL: 006694 FRAME: 0930**

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION,
as Grantee and Agent for the Lenders

By:





Name: Thomas J. Lorenz

Title: Senior Vice President

Address: 340 Madison Avenue
New York, NY 10173

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
USA	 AMERICAN CONTROL ELECTRONICS	4013054	Aug. 16, 2011
USA	AMERICAN CONTROL ELECTRONICS	3909475	Jan. 18, 2011
USA	TRIDENT  MOTION	5734243	Apr. 23, 2019