

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537368

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INDUSTRIAL DYNAMICS COMPANY, LTD.		08/20/2019	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, as Agent
<b>Street Address:</b>	111 S. Wacker Drive, 36th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2570850	INDUSTRIAL DYNAMICS
Registration Number:	2304523	LASETEC
Registration Number:	1730827	OMNIVISION
Registration Number:	1944400	SPECTROVISION
Registration Number:	0719284	FILTEC
Registration Number:	1123970	ID
Registration Number:	4979568	FILTEC
Registration Number:	5042510	FILTEC
Registration Number:	5046470	INSPECT DETECT PROTECT
Registration Number:	5075365	PETTEC
Registration Number:	4994820	SURETEC
Registration Number:	1144824	FILTEC

## CORRESPONDENCE DATA

Fax Number: 3128637806

*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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

TRADEMARK

**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7428.054

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 08/20/2019

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2019, by INDUSTRIAL DYNAMICS COMPANY, LTD., a California corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent constituting Excluded Property), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[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.

INDUSTRIAL DYNAMICS COMPANY, LTD., as  
Grantor

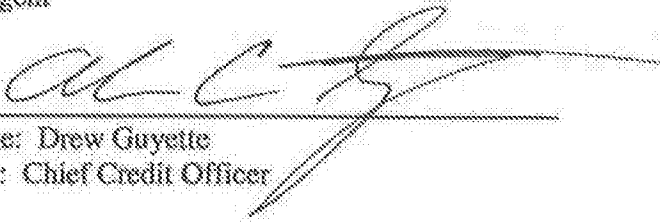
By: 

Name: James Kearbey

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,  
as Agent

By:   
Name: Drew Guyette  
Title: Chief Credit Officer

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS

GRANTOR	TITLE	APPLICA TION NUMBER	APPLICA TION DATE	REGISTRA TION NUMBER	REGISTRA TION DATE
Industrial Dynamics Company, Ltd.	INDUSTRIAL DYNAMICS	76/068,118	6/12/2000	2570850	5/21/2002
Industrial Dynamics Company, Ltd.	LASETEC	75/270,505	4/7/1997	2304523	12/28/1999
Industrial Dynamics Company, Ltd.	OMNIVISION	74/247,857	2/20/1992	1730827	11/10/1992
Industrial Dynamics Company, Ltd.	SPECTROVISION	74/246,690	2/12/1992	1944400	12/26/1995
Industrial Dynamics Company, Ltd.	FILTEC	72/109,066	11/25/1960	0719284	8/1/1961
Industrial Dynamics Company, Ltd.	ID	73/171,461	5/22/1978	1123970	8/14/1979
Industrial Dynamics Company, Ltd.	FILTEC	86/621,286	5/6/2015	4,979,568	6/14/2016
Industrial Dynamics Company, Ltd.	FILTEC	86/695,356	7/16/2015	5,042,510	9/13/2016
Industrial Dynamics Company, Ltd.	INSPECT DETECT PROTECT	86/621,413	5/6/2015	5,046,470	9/20/2016
Industrial Dynamics Company, Ltd.	PETTEC	86/822,527	11/17/2015	5,075,365	11/01/2016
Industrial Dynamics Company, Ltd.	SURETEC	86/722,857	8/12/2015	4,994,820	6/5/2016

Industrial Dynamics Company, Ltd.	FILTEC	73/190,016	10/20/1978	1144824	12/30/1980
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2. TRADEMARK APPLICATIONS

None.