

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foster Manufacturing Co., Inc.		06/25/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as Agent		
Street Address:	9 West 57th ST.		
Internal Address:	Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0862611	FOSTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128138939		
Email:	lbaker@goodwinlaw.com		
Correspondent Name:	Larissa Baker, Paralegal - Goodwin		
Address Line 1:	620 Eighth Ave		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Larissa Baker, Paralegal - Goodwin		
SIGNATURE:	/larissabaker/		
DATE SIGNED:	10/09/2019		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 25, 2019 (this "Agreement"), by each of the undersigned (each, a "Grantor") in favor of BSP Agency, LLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among Pointer Merger Sub Inc., a Delaware corporation ("Purchaser"), which upon effectiveness of the Merger will be merged with and into Ideal Tridon Holdings, Inc., a Delaware corporation ("Target" and together with Purchaser, the "Borrower"), Pointer Parent Inc., a Delaware corporation, ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and BSP Agency, LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

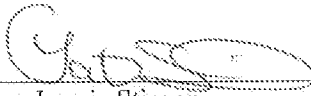
forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZSI-FOSTER, INC., a Delaware corporation
WESANCO INC., a California corporation
FOSTER MANUFACTURING CO., INC., a Massachusetts corporation
HYDRAULAX PRODUCTS, LLC, a Pennsylvania limited liability company



By: 
Name: Laurie Stinson
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006767 FRAME: 0429

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
ZSi-Foster, Inc.	4947295	AIRSTRIP
ZSi-Foster, Inc.	4391798	CUSH-A-BLOCK
ZSi-Foster, Inc.	1256092	CUSH-A-CLAMP
ZSi-Foster, Inc.	3811807	CUSH-A-CLAW
ZSi-Foster, Inc.	2254187	CUSH-A-CLIP
ZSi-Foster, Inc.	4516155	CUSH-A-NATOR
ZSi-Foster, Inc.	5505888	CUSH-A-THERM
ZSi-Foster, Inc.	2532565	PORCE-A-CLAMP
ZSi-Foster, Inc.	4978957	SNAP-A-SADDLE
Hydraulax Products, LLC	3258074	DISCOUNT HYDRAULIC HOSE.COM 
ZSi-Foster, Inc.	2247119	B BRECO COUPLINGS AIR CONTROLS "WHERE GOOD CONNECTIONS COUNT" 
Foster Manufacturing Co., Inc.	0862611	FOSTER

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
ZSi-Foster, Inc.	D631739	COMBINED CLIP DEVICE AND SUPPORT FOR ELONGATED MEMBERS
ZSi-Foster, Inc.	D679177	COMBINED CLIP DEVICE AND SUPPORT FOR ELONGATED MEMBERS
ZSi-Foster, Inc.	9074715	CUSHION INSERT FOR A TUBING CLAMP AND METHOD OF REPLACEMENT
ZSi-Foster, Inc.	D702113	CUSHION INSERT FOR A TUBING CLAMP
ZSi-Foster, Inc.	D710190	CUSHION INSERT FOR A TUBING CLAMP
ZSi-Foster, Inc.	10273694	ROOFTOP SUPPORT SYSTEM
ZSi-Foster, Inc.	D824749	ROOFTOP SUPPORT
ZSi-Foster, Inc.	D753468	SUPPORT FOR INSULATED PIPE OR TUBE

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Wesanco Inc.	TX0006349326	Wesanco Inc. 2005 engineering and parts catalog : W-1007.
Hydraulax Products, Inc. (former name of Hydraulax Products, LLC)	TX0008520451	How To Identify Fluid Ports and Connectors

COPYRIGHT APPLICATIONS

None.