

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E.J. Brooks Company		11/14/2019	Corporation: NEW JERSEY
Telesis Technologies, Inc.		11/14/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	5280769	TYDENBROOKS	
Registration Number:	4835864	KRATEUS	
Registration Number:	4538695	FLEXSECURE	
Registration Number:	4261840	BROOKS KP	
Registration Number:	4013023	TY LOC	
Registration Number:	3927605	TYDENBROOKS SECURITY PRODUCTS GROUP	
Registration Number:	3927602	TYDENBROOKS	
Registration Number:	3927599	TYDENBROOKS LEADING THE WAY SECURING THE	
Registration Number:	3726369	SAFE-T-GUARD	
Registration Number:	3726368	FLASHSENTRY	
Registration Number:	3723229	ELECTRAK	
Registration Number:	3661820	VISIBILITY IS SECURITY	
Registration Number:	3225757	BROOKS	
Registration Number:	3216635	LASER TAG	
Registration Number:	3139426	SURGE GUARD	
Registration Number:	3133847	SNAP2	
Registration Number:	2917650	OPTI-LOCK	
Registration Number:	2658810	RING-PULL	

OP \$1140.00 5280769

Property Type	Number	Word Mark
Registration Number:	2617969	SPRING-AIR
Registration Number:	2225524	HANDI-RING
Registration Number:	2142135	EKSTROM
Registration Number:	2123167	SECURE-PULLE
Registration Number:	2115730	SECURE-GRIP
Registration Number:	1857478	E Z LOC
Registration Number:	1694428	ROTO-SEAL
Registration Number:	1602328	RING-LOC SEAL
Registration Number:	1600872	ENDURO SEAL
Registration Number:	1560934	SPRING-LOK
Registration Number:	1529319	ROD LOK
Registration Number:	1489011	GUARD-LOCK
Registration Number:	1450823	SECUR-HASP II
Registration Number:	1289791	CONE LOC SEAL
Registration Number:	1200445	PULL-TITE
Registration Number:	1075959	POLY-LOK
Registration Number:	0755014	TYDEN
Registration Number:	0680909	PRESTIGE
Registration Number:	0647064	GRIPLOCK
Registration Number:	2358681	TELESCRIBE
Registration Number:	2347688	BENCHMARK
Registration Number:	2336429	MERLIN
Registration Number:	1565540	TELESIS
Registration Number:	1282284	TELESIS
Registration Number:	1282172	PINSTAMP
Serial Number:	88114376	GEOBOLT
Serial Number:	88114368	GEOBOLT

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 410643.000337

NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/15/2019
Total Attachments: 7 source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page1.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page2.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page3.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page4.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page5.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page6.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page7.tif	

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2019 (this "Trademark Security Agreement"), is granted by each of E.J. Brooks Company, a New Jersey corporation ("E.J. Brooks"), and Telesis Technologies, Inc., an Ohio corporation ("Telesis", and together with E.J. Brooks, the "Obligors"; and each, an "Obligor"), in favor of SunTrust Bank, in its capacity as Administrative Agent pursuant to that certain Credit Agreement, dated as of November 14, 2019 (as amended, restated, amended and restated, supplemented, increased, extended, refinanced, replaced, and/or otherwise modified in writing from time to time, the "Credit Agreement"), by and among Tyden Group Holdings Corp., a Delaware corporation (the "Parent Borrower"), Telesis, E.J. Brooks, and Stoffel Properties Corporation, a New York corporation ("Stoffel", and together with the Parent Borrower, Telesis and E.J. Brooks, the "Borrowers"; and each, a "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and SunTrust Bank, in its capacities as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), Swing Line Lender and an L/C Issuer.

WITNESSETH:

WHEREAS, the Obligors are party to that certain Security and Pledge Agreement, dated of even date herewith (the "Security Agreement"), in favor of the Administrative Agent, pursuant to which the Obligors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country, or any political subdivision thereof, or otherwise; and (b) all renewals thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Obligor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Obligor, including, without limitation, the registered and applied-for Trademarks of such Obligor listed on Schedule I attached hereto or Schedule II attached hereto, as applicable; and

(b) to the extent not covered by clause (a), all Accessions and all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The continuing security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the continuing security interest granted to the

Administrative Agent pursuant to the Security Agreement, and the Obligors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the continuing security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall remain in full force and effect until the Facility Termination Date, at which time, this Agreement shall be automatically terminated, and: (a) all rights to the Collateral shall revert to the applicable Obligors, all without delivery of any instrument, or performance of or by any Person, and the Collateral shall be automatically released from the Liens created by this Agreement; and (b) the Administrative Agent shall, upon the request, and at the expense, of the Obligors, execute and/or deliver all releases of intellectual property security interests and/or other documents reasonably requested by the Obligors evidencing such termination and release.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. 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 of this Trademark Security Agreement by electronic imaging means (e.g., “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each Obligor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OBLIGORS:

E.J. BROOKS COMPANY,
a New Jersey corporation

By: Steve Keane
Name: Steve Keane
Title: Chief Financial Officer

TELESIS TECHNOLOGIES, INC.,
an Ohio corporation

By: Steve Keane
Name: Steve Keane
Title: Chief Financial Officer

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

SUNTRUST BANK,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Obligor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OBLIGORS:

E.J. BROOKS COMPANY,
a New Jersey corporation

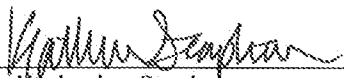
By: _____
Name:
Title:

TELESIS TECHNOLOGIES, INC.,
an Ohio corporation

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

SUNTRUST BANK,
as Administrative Agent

By: 
Name: Katherine Stapleton
Title: First Vice President

Schedule I

to Trademark Security Agreement

E.J. Brooks Company
(a New Jersey corporation)

U.S. Trademark Registrations:

Mark	Reg. No.	Reg. Date
TYDENBROOKS	5280769	09/05/17
KRATEUS	4835864	10/20/15
FLEXSECURE	4538695	05/27/14
BROOKS KP	4261840	12/18/12
TY LOC	4013023	08/16/11
TYDENBROOKS SECURITY PRODUCTS GROUP and Design	3927605	03/08/11
TYDENBROOKS and Design	3927602	03/08/11
TYDENBROOKS LEADING THE WAY SECURING THE WORLD and Design	3927599	03/08/11
SAFE-T-GUARD	3726369	12/15/09
FLASHSENTRY	3726368	12/15/09
ELECTRAK and Design	3723229	12/08/09
VISIBILITY IS SECURITY	3661820	07/28/09
BROOKS and Design	3225757	04/03/07
LASER TAG	3216635	03/06/07
SURGE GUARD and Design	3139426	09/05/06
SNAP2	3133847	08/22/06
OPTI-LOCK	2917650	01/11/05
RING-PULL	2658810	12/10/02
SPRING-AIR	2617969	09/10/02
HANDI-RING	2225524	02/23/99
EKSTROM	2142135	03/10/98
SECUR-PULLE	2123167	12/23/97
SECURE-GRIP	2115730	11/25/97
E Z LOC	1857478	10/11/94
ROTO-SEAL	1694428	06/16/92
RING-LOC SEAL	1602328	06/19/90
ENDURO SEAL	1600872	06/12/90
SPRING-LOK	1560934	10/17/89
ROD LOK	1529319	03/14/89
GUARD-LOCK	1489011	05/24/88
SECUR-HASP II	1450823	08/04/87
CONE LOC SEAL	1289791	08/14/84

PULL-TITE	1200445	07/06/82
POLY-LOK	1075959	10/25/77
TYDEN	0755014	08/20/63
PRESTIGE	0680909	06/23/59
GRIPLOCK	0647064	06/18/57

U.S. Trademark Applications:

Mark	Appl. No.	Filing Date
GEOBOLT and Design	88114376	09/12/18
GEOBOLT	88114368	09/12/18

Schedule II

to Trademark Security Agreement

Telesis Technologies, Inc.
(an Ohio corporation)

U.S. Trademark Registrations:

Mark	Reg. No.	Reg. Date
TELESCRIBE	2358681	06/13/00
BENCHMARK	2347688	05/02/00
MERLIN	2336429	03/28/00
TELESIS	1565540	11/14/89
TELESIS	1282284	06/19/84
PINSTAMP	1282172	06/19/84