

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM555673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Glebar Acquisition LLC		01/02/2020	Limited Liability Company: DELAWARE
Tridex Technologies Acquisition LLC		01/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4204655	GLEBAR	
Registration Number:	4201062	GLEBAR	
Registration Number:	4871098	INNOVATION MANUFACTURED	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	01/02/2020		
Total Attachments: 9			

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COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of January 2, 2020, is made among **GLEBAR ACQUISITION LLC**, a Delaware limited liability company, **TRIDEX TECHNOLOGIES ACQUISITION LLC**, a Delaware limited liability company (each, a "Company" and collectively, the "Companies") and **CIBC BANK USA**, as administrative agent for itself and the other Lenders (in such capacity, "Administrative Agent"), each having a business location at the address set forth below next to its signature below.

RECITALS

A. Each Company, the Administrative Agent and the Lenders party thereto, among others, are parties to a Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of each Company.

B. Each Company and Administrative Agent, among others, are parties to a Guaranty and Collateral Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), dated the same date as of the date hereof.

C. As a condition to extending credit to or for the account of each Company, the Administrative Agent and the Lenders have required the execution and delivery of this Agreement by each Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of each Company's right, title and interest in and to all copyrightable works and all copyrights of each Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit C.

"Patents" means all of each Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Company's right, title and interest in and to: trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Company hereby irrevocably pledges and assigns to, and grants to, Administrative Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of each Company in such trademarks is no longer on an "intent to use" basis) to secure payment of the Obligations. As set forth in the Credit Agreement and Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and each Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Credit Agreement and Guaranty and Collateral Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

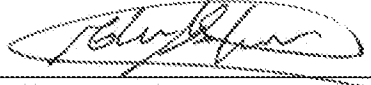
5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of this executed Agreement maintained by the Lenders shall be deemed to be originals.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

GLEBAR ACQUISITION LLC,
as Company

By: 
Name: Christian Sanabria
Title: Vice-President and Chief Financial Officer

**TRIDEX TECHNOLOGIES ACQUISITION
LLC,**
as Company

By: Dylan Capital LLC, its Manager

By: _____
Name: Adam Cook
Title: Managing Member

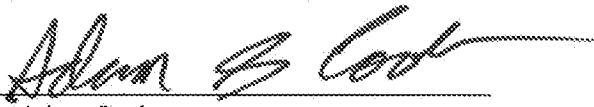
IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

GLEBAR ACQUISITION LLC,
as Company

By: _____
Name: Christian Sanabria
Title: Vice-President and Chief Financial Officer

**TRIDEX TECHNOLOGIES ACQUISITION
LLC,**
as Company

By: Dylan Capital LLC, its Manager

By:  _____
Name: Adam Cook
Title: Managing Member

CIBC BANK USA,
as Administrative Agent

By: 
Name: Jason Morgan
Title: Managing Director

[Glebar – Signature Page to IP Agreement]

TRADEMARK
REEL: 006829 FRAME: 0905

EXHIBIT A**UNITED STATES ISSUED PATENTS**

Company	Patent	Patent Number	Application Date	Publication Date
Glebar Acquisition LLC (as successor by contract of Glebar Company, Inc.)	Automated System For Precision Grinding of Feedstock	6,852,006	June 6, 2002	February 8, 2005
Glebar Acquisition LLC (as successor by contract of Glebar Company, Inc.)	Automated System For Precision Grinding of Feedstock	6,991,518	June 6, 2002	January 31, 2006
Glebar Acquisition LLC (as successor by contract of Glebar Company, Inc.)	Automated System For Precision Grinding Of Feedstock	7,429,208	December 6, 2005	September 30, 2008
Glebar Acquisition LLC	Grinding System With Spool Apparatus For Supplying Wire From A Spool	9,975,212	April 1, 2015	May 22, 2018
Glebar Acquisition LLC	Motorized Blade Rest	10,195,709	July 13, 2015	February 5, 2019
Glebar Acquisition LLC	Quick-Change Gripper Apparatus for a Grinding System	10,421,197	March 23, 2017	September 24, 2019

UNITED STATES PATENT APPLICATIONS

Company	Patent	Patent Application Number	Filing Date
Glebar Acquisition LLC	Tracking Movement of Workpiece During Grinding	15/427,655	February 8, 2017
Glebar Acquisition LLC	Feedback Based Dresser	15/427,316	February 8, 2017

FOREIGN ISSUED PATENTS

None.


FOREIGN PATENT APPLICATIONS

Company	Patent	Patent Application Number	Filing Date
Glebar Acquisition LLC	Feedback Based Dresser	2018-560731 (Japan)	February 8, 2017
Glebar Acquisition LLC	Feedback Based Dresser	17750657.3 (Europe)	February 8, 2017
Glebar Acquisition LLC	Feedback Based Dresser	201780010688.3 (China)	February 8, 2017

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS**

REGISTRATIONS

Company	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Glebar Acquisition LLC	Glebar	85390306	4204655	August 5, 2011	September 11, 2012
Glebar Acquisition LLC		85390316	4201062	August 5, 2011	September 4, 2012
Glebar Acquisition LLC	Innovation Manufactured	85944773	4871098	May 29, 2013	December 15, 2015

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS**

REGISTRATIONS

None.

APPLICATION

None.

EXHIBIT C

UNITED STATES ISSUED COPYRIGHTS

Company	Copyright	Copyright Registration Number	Date of Registration
Tridex Technologies Acquisition LLC	CS1-Cutoff Machine	TXu 2-131-090	March 13, 2019
Tridex Technologies Acquisition LLC	CS1B Cutoff Machine	TX 8-897-015	March 13, 2019
Tridex Technologies Acquisition LLC	SG1645 Grinding Machine	TX 8-687-016	March 13, 2019

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.