

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562435

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Military Parts Exchange LLC		02/14/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank		
<b>Street Address:</b>	222 South Riverside Plaza		
<b>Internal Address:</b>	MD GRV0A		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5936348	MILITARY PARTS EXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	mjhoran@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	P.O. Box 2255 - IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: LAURA T. GEYER		
<b>Address Line 4:</b>	Columbus, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	05252-1135		
<b>NAME OF SUBMITTER:</b>	Miranda Horan		
<b>SIGNATURE:</b>	/mjhoran/		
<b>DATE SIGNED:</b>	02/17/2020		
<b>Total Attachments: 5</b>			
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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of February 14, 2020 (the "Effective Date"), is entered into by and between **MILITARY PARTS EXCHANGE LLC**, a Delaware limited liability company ("Grantor"), whose principal place of business and mailing address is 701 NW 57<sup>th</sup> Place, Fort Lauderdale, FL 33309, and **FIFTH THIRD BANK, NATIONAL ASSOCIATION** (formerly known as Fifth Third Bank, "Lender"), for itself and as agent for each Affiliate of Fifth Third Bancorp (collectively, "Secured Party"), having an office at 222 South Riverside Plaza, MD GRV0A, Chicago, Illinois 60606, and is as follows:

**Preliminary Statements**

A. Grantor, Dynatech International LLC, a Delaware limited liability company ("Dynatech"), Dynatech/MPX Holdings LLC, a Delaware limited liability company ("Holdings"; and, together with Grantor and Dynatech, each a "Credit Party" and, collectively, "Credit Parties"), and Lender are parties to that certain Credit Agreement dated as of May 4, 2018, as amended by the First Amendment to Credit Agreement dated as of September 12, 2018 (as amended, the "Credit Agreement"). In connection with the Credit Agreement, Grantor and Secured Party entered into a Trademark Security Agreement dated as of May 4, 2018 (the "Trademark Security Agreement").

B. Credit Parties and Lender have decided to further amend the Credit Agreement pursuant to that certain Second Amendment to Credit Agreement dated as of even date herewith between Credit Parties and Lender (the "Second Amendment"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. It is a condition precedent to the effectiveness of the Second Amendment that Grantor amends the Trademark Security Agreement.

D. Now, in order to satisfy the condition precedent set forth in the Second Amendment, Grantor and Secured Party hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Grantor hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I attached to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Grantor hereby acknowledges and agrees that each mark, registration and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral (as defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Grantor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement).

**3. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.**

Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Grantor hereby expressly intends that this Amendment shall not in any manner replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interest in or other Liens on the Trademark Collateral granted pursuant to the Trademark Security Agreement or the Guaranty and Security Agreement. Without limiting the generality of the foregoing, Grantor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Secured Obligations (as defined in the Guaranty and Security Agreement), and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Secured Obligations (as defined in the Guaranty and Security Agreement) and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Encumbrances.

**4. One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

**5. Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.


**6. Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

**7. Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Secured Party as of the Effective Date.

**MILITARY PARTS EXCHANGE LLC**

By:   
Name: Dixie Newton  
Title: Chief Financial Officer

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Robert M. Lucas  
Title: Vice President

SIGNATURE PAGE TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006865 FRAME: 0572**

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Secured Party as of the Effective Date.

**MILITARY PARTS EXCHANGE LLC**

By: \_\_\_\_\_  
Name: Dixie Newton  
Title: Chief Financial Officer

**FIFTH THIRD BANK, NATIONAL ASSOCIATION**

By: Robert M Lucas  
Name: Robert M. Lucas  
Title: Vice President

**SUPPLEMENT TO SCHEDULE I**

**TRADEMARKS**

**U.S. Trademarks**

Owner: Military Parts Exchange, LLC, a Delaware limited liability company

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
MILITARY PARTS EXCHANGE	88428979	05/14/2019	5936348	12/17/2019