

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Isolation Dynamics Corporation		02/28/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JES DEBTCO, LLC		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3563202	IDC	
Registration Number:	3563204	IDC	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	asujek@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Ave # 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	03/03/2020		
Total Attachments: 6			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS AGREEMENT, THE INDEBTEDNESS EVIDENCED HEREBY, AND THE RELATED GUARANTEES ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), DATED AS OF SEPTEMBER 11, 2018, BY AND AMONG BMO HARRIS BANK N.A., IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, JES DEBTCO, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THIS AGREEMENT, THE INDEBTEDNESS EVIDENCED HEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this day of February 28, 2020, by and among ISOLATION DYNAMICS CORPORATION, a Delaware corporation (“Grantor”), and JES DEBTCO, LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of September 11, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among JONATHAN ACQUISITION COMPANY, a Delaware corporation (“JAC”), JONATHAN HOLDING COMPANY, a Delaware corporation (“Holdings”), JONATHAN ENGINEERED SOLUTIONS CORP., a Delaware corporation (“JES”), JONATHAN MANUFACTURING CORPORATION, a Delaware corporation (“JMC”), ELECTROMET CORPORATION, a Maryland corporation (and together with Grantor, JMC and JES, jointly and severally, the “Opco Guarantors”), the other Guarantors from time to time party thereto (and together with JAC, collectively, the “Company Parties”), the Administrative Agent and the Purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to continue to extend credit and make certain other financial accommodations available to JAC pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Third Amendment to Note Purchase Agreement (the “Amendment”), dated as of the date hereof, the Grantor is being joined to the Investment Documents as a Guarantor; and

WHEREAS, pursuant to the Amendment and that certain Amended and Restated Security Agreement dated as of December 31, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”) among the Company Parties and the Administrative Agent, Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Secured Creditors, 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 Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and 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 Trademark or any Trademark licensed under any Intellectual Property License or (ii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude 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, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Administrative

Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Administrative Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Administrative Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GOVERNING LAW. This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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.

GRANTOR:

ISOLATION DYNAMICS CORPORATION,
a Delaware corporation

By: 

Name: Eric Hersom

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

JES DEBT CO, LLC

By: Levine Leichtman Capital Partners, LLC
Its: Manager

By: 

Name: David I. Wolmer

Title: Vice President and Secretary

Trademark Security Agreement


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TRADEMARK
REEL: 006880 FRAME: 0354

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Name	Country	Filing Date	Application Number	Registration Date	Registration Number
IDC	United States	11/04/07	77320843	01/20/09	3563204
	United States	11/04/07	77320840	01/20/09	3563202