

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM582454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIMAS CORPORATION		06/18/2020	Corporation: DELAWARE
TRIMAS COMPANY LLC		06/18/2020	Limited Liability Company: DELAWARE
RAPAK, LLC		06/18/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5022857	MUSTANG	
Registration Number:	5509108	EVACUSTRIP	
Registration Number:	5331019	DURABEV	
Registration Number:	2695936	EVACUFILM	
Serial Number:	88318503	ECO-PURE	
Serial Number:	88318509	DURAOIL	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-3346		
Email:	ksolomon@stblaw.com		
Correspondent Name:	MELANIE JOLSON, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		

CH \$165.00 5022857

ATTORNEY DOCKET NUMBER:	509265/1724
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	06/22/2020
Total Attachments: 6 source=TriMas - Rapak Joinder Trademark IPSA June 2020#page1.tif source=TriMas - Rapak Joinder Trademark IPSA June 2020#page2.tif source=TriMas - Rapak Joinder Trademark IPSA June 2020#page3.tif source=TriMas - Rapak Joinder Trademark IPSA June 2020#page4.tif source=TriMas - Rapak Joinder Trademark IPSA June 2020#page5.tif source=TriMas - Rapak Joinder Trademark IPSA June 2020#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 18, 2020 (this "Agreement"), among TRIMAS CORPORATION ("Holdings"), TRIMAS COMPANY LLC (the "Parent Borrower"), the subsidiaries of the Parent Borrower identified on Schedule I hereto (the "Subsidiary Grantors") and, together with Holdings and the Parent Borrower, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement, dated as of October 16, 2013 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Parent Borrower, the subsidiaries of the Parent Borrower party thereto and the Collateral Agent. The Lenders (as defined below) have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement, dated as of October 16, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, including, without limitation, by that certain Replacement Facility Amendment, dated as of June 30, 2015, that certain Foreign Subsidiary Borrowing Agreement and Amendment, dated as of January 10, 2017, that certain Amendment, dated as of March 8, 2017, and that certain Replacement Revolving Facility Amendment, dated as of September 20, 2017, the "Credit Agreement"), among Holdings, the Parent Borrower, the Subsidiary Term Borrowers party thereto, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto (the "Lenders") and JPMCB, as administrative agent and Collateral Agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Grantors are affiliates of the Parent Borrower, will derive substantial benefits from the extension of credit to the Parent Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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. The rules of construction specified in Section 1.03 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in, or to any and all of the following assets and properties that are included in the Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated therewith or symbolized by the Trademarks; and


(c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

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 Trademark 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.


[Remainder of page intentionally left blank]

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


TRIMAS CORPORATION,

By 
Name: Robert J. Zalupski
Title: Chief Financial Officer

TRIMAS COMPANY LLC,


By 
Name: Joshua A. Sherbin
Title: Vice President & Secretary

RAPAK, LLC,

By 
Name: Joshua A. Sherbin
Title: Vice President & Secretary

JPMORGAN CHASE BANK, N.A., as Collateral
Agent

By

A handwritten signature in black ink, appearing to read "C. Salek", positioned to the right of the word "By".

Name: Christopher A. Salek
Title: Vice President

SUBSIDIARY GRANTORS

Rapak, LLC

TRADEMARKS**I. Trademarks**

Registered Owner	Mark	Registration Number	Registration Date
Rapak, LLC	MUSTANG	5022857	8/16/2016
Rapak, LLC	EVACUSTRIP	5509108	7/3/2018
Rapak, LLC	DURABEV	5331019	11/7/2017
Rapak, LLC	EVACUFILM	2695936	3/11/2003
Rapak, LLC	RAPAK	4069280	12/13/2011

II. Trademark Applications

Registered Owner	Mark	Application Number	Date Filed
Rapak, LLC	ECO-PURE	88/318503	2/27/2019
Rapak, LLC	DURAOIL	88/318509	2/27/2019