

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARCLIGHT DYNAMICS, LLC.		07/02/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THE PENINSULA FUND VII LIMITED PARTNERSHIP		
Street Address:	500 Woodward Avenue, Suite 2800		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4624038	ARCLIGHT DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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:	202-672-5300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Katherine P. Califa		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W. Sixth Floor		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Katherine P. Califa		
SIGNATURE:	/Katherine P. Califa/		
DATE SIGNED:	07/23/2020		
Total Attachments: 5			
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OP \$40.00 4624038

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 2, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by ARCLIGHT DYNAMICS, LLC, a Delaware limited liability company (“Borrower”), and ARCLIGHT HOLDINGS CO., a Delaware corporation (“Parent Guarantor”) (the foregoing, each a “Grantor” and, collectively, the “Grantors”), in favor of THE PENINSULA FUND VII LIMITED PARTNERSHIP, a Delaware limited partnership (together with its participants, successors and assigns, “Purchaser”).

WHEREAS, pursuant to the Note Purchase Agreement, dated as of the date hereof, by and among the Grantors and Purchaser (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “NPA”), the Purchaser has agreed to purchase the Senior Subordinated Notes of Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the NPA.

WHEREAS, under the terms of the NPA, the Grantors have granted to the Purchaser, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including all of Grantors’ copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Purchaser, as follows:

1. Grant of Security. Each Grantor hereby grants to the Purchaser, a security interest in all of such Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Senior Subordinated Obligations:

(a) all Intellectual Property Rights identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such copyrights, trademarks, and patents, as applicable; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in clause (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in clause (a) above.

Each Grantor and Purchaser hereby acknowledge and agree that the security interest in the foregoing Intellectual Property Rights (i) may only be terminated in accordance with the terms of the NPA and (ii) is not to be construed as an assignment of such Intellectual Property Rights.

2. Recordation. Each Grantor authorizes Purchaser to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. Section 13.11 of the NPA is incorporated *mutatis mutandis*.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the NPA. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the NPA, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the NPA, the provisions of the NPA, as applicable, shall govern.

6. Notice. Section 13.3 and Annex I of the NPA are incorporated *mutatis mutandis*.

[signature pages follow]

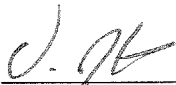
IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ARCLIGHT DYNAMICS, LLC,
a Delaware limited liability company

By: 
Name: David Hiemstra
Title: President

ARCLIGHT HOLDINGS CO.,
a Delaware corporation

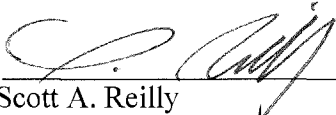
By: 
Name: David Hiemstra
Title: President

PURCHASER:

**THE PENINSULA FUND VII LIMITED
PARTNERSHIP**

**By: Peninsula Fund VII Management L.L.C.
Its: General Partner**

**By: Peninsula Capital Partners L.L.C.
Its: Manager**

By: 
Name: Scott A. Reilly
Title: President and Chief Investment Officer

SCHEDULE 1

Mark	Serial No./ Reg. No.	Jurisdiction	Filed	Reg. Date	Class and Description of Goods Covered	Owner of Record	Status
Arclight Dynamics	Reg. No. 4,624,038	US	February 25, 2014	October 21, 2014	US Classes: 013, 019, 021, 023, 031, 034, 035 International Class: 007 - Primary Class	Arclight Dynamics, LLC	Registered

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4813-3496-5185.2

RECORDED: 07/27/2020

**TRADEMARK
REEL: 007008 FRAME: 0422**