

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sharp Tooling Solutions, LLC		10/09/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	225 W. Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	bank: INDIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88660141	SHARP	
Registration Number:	2304461	PATCO	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-6911		
Email:	SUSAN.CARLSON@FAEGREDRINKER.COM		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 SOUTH 7TH STREET SUITE 2200		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	10/09/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is dated effective as of October 9, 2020, by and between SHARP TOOLING SOLUTIONS, LLC, a Michigan limited liability company (“**Grantor**”), and FIRST MERCHANTS BANK, an Indiana bank (“**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”) by and among Grantor, the other Loan Parties party thereto and Lender, Lender has agreed to extend certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender, among other things, (a) a Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”) by Grantor in favor of Lender, and (b) 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants, and affirms the grant to Lender pursuant to the terms of the Security Agreement of, a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all trademarks and trademark applications owned by Grantor, including but not limited to those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any trademark or injury to the goodwill associated with any such trademark.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor (“**Intent to Use Applications**”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Trademark Security Agreement; provided, however that upon the filing of “Statement of Use” with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Trademark Security Agreement to

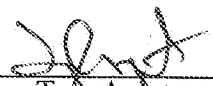
include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. Credit Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and the other Loan Documents. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the other Loan Documents.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

SHARP TOOLING SOLUTIONS, LLC

By: 
Name: Troy Angst
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

FIRST MERCHANTS BANK

By: _____
Name: Judd Kohn
Title: Vice President

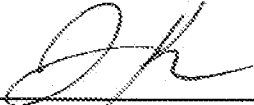
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

SHARP TOOLING SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED:

FIRST MERCHANTS BANK

By:  _____
Name: Judd Kohn
Title: Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007073 FRAME: 0747

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
SHARP	88660141	10/18/2019	N/A	N/A
PATCO	75143477	8/1/1996	2304461	12/28/1999