

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615976

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JONATHAN MANUFACTURING CORPORATION		12/22/2020	Corporation: DELAWARE
ELECTROMET CORPORATION		12/22/2020	Corporation: MARYLAND
ISOLATION DYNAMICS CORPORATION		12/22/2020	Corporation: DELAWARE
EQUIPTO ELECTRONICS CORPORATION		12/22/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2828262	JONATHAN ENGINEERED SOLUTIONS	
<b>Registration Number:</b>	3707801	GKI	
<b>Registration Number:</b>	3563202	IDC	
<b>Registration Number:</b>	3563204	IDC	
<b>Registration Number:</b>	1328210	EQUIPTO	
<b>Registration Number:</b>	1001212	CHALLENGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		

CH \$165.00 2828262

**Correspondent Name:** PROSKAUER ROSE LLP  
**Address Line 1:** 2029 CENTURY PARK EAST, SUITE 2400  
**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 11964.328 (1ST LIEN)

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 12/22/2020

**Total Attachments: 8**

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## First Lien Trademark Security Agreement

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of December 22, 2020, (this “**Agreement**”), among Jonathan Manufacturing Corporation, a Delaware corporation, Electromet Corporation, a Maryland corporation, Isolation Dynamics Corporation, a Delaware corporation, Equipto Electronics Corporation, a Delaware corporation (collectively, the “**Grantors**” and each, a “**Grantor**”) and MIDCAP FINANCIAL TRUST, as Collateral Agent.

WHEREAS, JLL JES MERGER SUB, INC. (the “**Initial Borrower**”, which on the Closing Date merged with and into JONATHAN ACQUISITION COMPANY (the “**Company**”), with the Company surviving such merger as the “**Parent Borrower**”), JES ACQUISITION INTERMEDIATE, INC. (“**Holdings**”), the Lenders party thereto, MIDCAP FINANCIAL TRUST, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the First Lien Credit Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors executed that First Lien Security Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Initial Borrower, the Parent Borrower, Holdings, the other Subsidiary Parties named therein and MidCap Financial Trust, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”), pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors 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 1.04 of the Credit 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, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 (the “USPTO”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO. 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.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

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

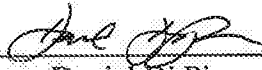
**JONATHAN MANUFACTURING  
CORPORATION,**  
as a Grantor

By:   
Name: Daniel Di Piazza  
Title: Secretary


**ELECTROMET CORPORATION,  
as a Grantor**

By:   
Name: Daniel Di Piazza  
Title: Secretary

**ISOLATION DYNAMICS CORPORATION,  
as a Grantor**

By:   
Name: Daniel Di Piazza  
Title: Secretary

**EQUIPTO ELECTRONICS CORPORATION,  
as a Grantor**

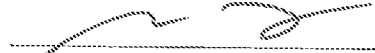
By:   
Name: Daniel Di Piazza  
Title: Secretary



**MIDCAP FINANCIAL TRUST,**  
as Collateral Agent




By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its General Partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Grantor	Trademark	Country / State	Application No. and/or Registration No.	Application Filing Date and/or Registration Date
Jonathan Manufacturing Corporation	Jonathan Engineered Solutions	U.S.	2828262	03/30/2004
Electromet Corporation	GKI	U.S.	3707801	11/10/2009
Isolation Dynamics Corporation	IDC (Design) 	U.S.	3563202	01/20/2009
Isolation Dynamics Corporation	IDC	U.S.	3563204	01/20/2009
Equipto Electronics Corporation	EQUIPTO (Design) 	U.S.	1328210	04/02/1985
Equipto Electronics Corporation	CHALLENGER (Design) 	U.S.	1001212	01/07/1975