

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OHMEGA TECHNOLOGIES, LLC		12/24/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP, as Collateral Agent		
Street Address:	340 Madison Avenue, 19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	73613326	OHMEGA	
Serial Number:	86939419	ORBIT	
Serial Number:	76698726	OHMEGAPLY RCM	
Serial Number:	76698724	OHMEGA	
Serial Number:	76698725	OHMEGA	
Serial Number:	76698729	OHMEGAPLY	
Serial Number:	76698730	OHMEGAPLY	
Serial Number:	76698735	OHMEGAPLY ORBIT	
Serial Number:	85758806	OHMEGAPLY MTR	
Serial Number:	87902174	MICRO TRACE RESISTORS	
Serial Number:	88570377	OHMEGAPLY 377-FS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		

CH \$290.00 73613326

Address Line 2: c/o Paul Hastings LLP
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /s/ Alana Gramer

DATE SIGNED: 12/28/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

December 24, 2020

WHEREAS, OHMEGA TECHNOLOGIES, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of November 19, 2020 (as amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Adams Street Credit Advisors LP, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all (a) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (“**Trademarks**”), (b) Trademark registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and (c) common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof;
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter

due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;

(v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; and

(vi) all Proceeds thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OHMEGA TECHNOLOGIES, LLC

By:  _____

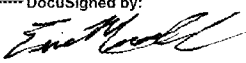
Name: Kevin Perhamus
Title: President and Chief Executive Officer

Accepted and Agreed:

ADAMS STREET CREDIT ADVISORS LP,
as the Collateral Agent

By: Adam Street Credit Advisors GP LLC, its general partner

By: Adam Street Partners, LLC, its member

DocuSigned by:


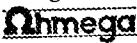


By: C24FDE5EFAB0486...

Name: Eric R. Mansell

Title: Executive Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications:

Owner	Mark	Jurisdiction	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Ohmega Technologies, Inc.	ΩHMEGA and Design 	United States of America	73613326	06-Aug-1986	1462492	27-Oct-1987
Ohmega Technologies, Inc.	ORBIT and Design 	United States of America	86939419	14-Mar-2016	5131803	31-Jan-2017
Ohmega Technologies, Inc.	ΩHMEGAPLY RCM and Design OhmegaPly RCM	United States of America	76698726	31-Jul-2009	3783117	04-May-2010
Ohmega Technologies, Inc.	OHMEGA	United States of America	76698724	31-Jul-2009	3783115	04-May-2010
Ohmega Technologies, Inc.	ΩHMEGA and Design 	United States of America	76698725	31-Jul-2009	3783116	04-May-2010
Ohmega Technologies, Inc.	OHMEGAPLY	United States of America	76698729	31-Jul-2009	3783118	04-May-2010
Ohmega Technologies, Inc.	ΩHMEGAPLY and Design OhmegaPly	United States of America	76698730	31-Jul-2009	3783119	04-May-2010
Ohmega Technologies, Inc.	OHMEGAPLY ORBIT	United States of America	76698735	31-Jul-2009	3846866	14-Sep-2010
Ohmega Technologies, Inc.	OHMEGAPLY MTR	United States of America	85758806	19-Oct-2012	4393986	27-Aug-2013
Ohmega Technologies, Inc.	MICRO TRACE RESISTORS	United States of America	87902174	01-May-2018	5659719	22-Jan-2019
Ohmega Technologies, Inc.	OHMEGAPLY 377-FS	United States of America	88570377	07-Aug-2019	6181216	20-Oct-2020