

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629053

| | | | |
|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Brown LLC | | 03/01/2021 | Limited Liability Company: MINNESOTA |
| Nas Nalle Automation Systems, LLC | | 03/01/2021 | Limited Liability Company: DELAWARE |
| Lyle Industries LLC | | 03/01/2021 | Limited Liability Company: MINNESOTA |
| Thermoforming Technology Group LLC | | 03/01/2021 | Limited Liability Company: MINNESOTA |
| The Louis G. Freeman Company, LLC | | 03/01/2021 | Limited Liability Company: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Twin Brook Capital Partners, LLC, as Agent | | |
| Street Address: | 111 S. Wacker Dr., 36th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90151855 | AXATRONICS | |
| Serial Number: | 90135170 | C-RUSH | |
| Serial Number: | 87931714 | B BROWN MACHINE GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637867 | | |
| <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: | 3128637267 | | |
| Email: | jaclyn.di.grande@goldbergkohn.com | | |
| Correspondent Name: | Jaclyn Di Grande - Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 E Monroe Street, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |

TRADEMARK

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 7428.037 |
| NAME OF SUBMITTER: | Jaclyn Di Grande |
| SIGNATURE: | /jaclyn di grande/ |
| DATE SIGNED: | 03/01/2021 |

Total Attachments: 5

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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") to that certain Trademark Security Agreement dated as of October 4, 2018 (including all annexes, exhibits or schedules thereto, as from time to time, amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by the undersigned (each a "Grantor" and collectively, the "Grantors"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC ("Agent"), as Agent for all Lenders (as hereinafter defined), is dated as of March 1, 2021.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 4, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among by and among Brown Machine Group Holdings, LLC, a Delaware limited liability company (the "Initial Borrower"), and following the consummation of the Closing Date Acquisition (as defined in the Credit Agreement), Thermoforming Technology Group LLC, a Minnesota limited liability company ("TTG"), Brown LLC, a Minnesota limited liability company ("Brown"), Lyle Industries LLC, a Minnesota limited liability company ("Lyle Industries"), Brown Machine Real Estate LLC, a Minnesota limited liability company ("Brown Real Estate"), NAS Nalle Automation Systems, LLC, a Delaware limited liability company ("Nalle"), The Louis G. Freeman Company, LLC, an Ohio limited liability company ("Freeman", together with the Initial Borrower, TTG, Brown, Lyle Industries, Brown Real Estate, and Nalle, each a "Borrower" and collectively, the "Borrowers"), the financial institutions party thereto from time to time ("Lenders"), and Agent, Agent and Lenders have agreed to provide credit facilities for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the credit facilities available as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of October 4, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, in connection with the Collateral Agreement, each Grantor executed the Trademark Security Agreement, pursuant to which, among other things, each Grantor granted a security interest to the Agent in all of Grantor's "Trademarks" and "Trademark Licenses", as such terms are defined in the Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of each Grantor's execution of the Trademark Security Agreement, Grantors have acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Collateral Agreement and the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

SECTION 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

[Signature Page Follows]

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

GRANTORS:

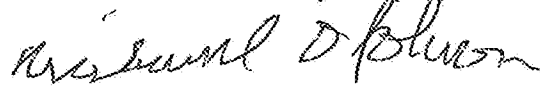
BROWN LLC, a Minnesota limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

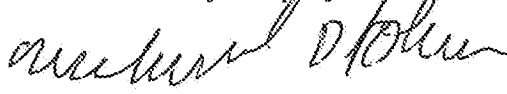
LYLE INDUSTRIES LLC, a Minnesota limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer


THERMOFORMING TECHNOLOGY GROUP LLC, a Minnesota limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

NAS NALLE AUTOMATION SYSTEMS, LLC, a Delaware limited liability company


By: 
Name: Michael Johnson
Title: Chief Financial Officer

THE LOUIS G. FREEMAN COMPANY, LLC, an Ohio limited liability company

By: 
Name: Michael Johnson
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


By: Drew Guyette (Feb 24, 2021 10:34 CST)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| Grantor | Country | Trademark | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|------------------------------------|----------------|-----------------------|-------------------------------------|--------------------------------------|----------------------------|-----------------------------|
| NAS Nalle Automation Systems, LLC | US | AXATRONICS | 90151855 | N/A | 9/1/20 | N/A |
| NAS Nalle Automation Systems, LLC | US | C-RUSH | 90135170 | N/A | 8/25/20 | N/A |
| Thermoforming Technology Group LLC | US | B BROWN MACHINE GROUP | 87931714 | 5950922 | 5/22/18 | 12/31/19 |

Schedule I