

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DJ Acquisition FTT LLC		09/30/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	BLUEHENGE CAPITAL SECURED DEBT SBIC, L.P.		
Street Address:	301 Main Street, Suite 920		
City:	Baton Rouge		
State/Country:	LOUISIANA		
Postal Code:	70802		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6357107	GLOSPEC	
Registration Number:	5122710	ESI SINCE 1896	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	6178323018		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Foley Hoag LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	28153.00011		
NAME OF SUBMITTER:	Joshua S. Jarvis		
SIGNATURE:	/joshuasjarvis/		
DATE SIGNED:	10/01/2021		
Total Attachments: 7			
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO A INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF DECEMBER 30, 2020 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TOME, THE “SUBORDINATION AGREEMENT”), AMONG THE BORROWER, THE LENDER AND KEYBANK NATIONAL ASSOCIATION.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Bluehenge Capital Secured Debt SBIC, L.P., a Delaware limited partnership (the “Lender”)

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement dated as of December 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreement”), by and among DJ Acquisition Partners, LLC, a New York limited liability company (the “Parent”), DJ Acquisition Management Corp. (d/b/a Weco Precision Manufacturing), a New York corporation (the “Borrower”), the direct and indirect Subsidiaries of the Borrower from time to time party thereto, as Guarantors, and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor has granted to Lender, a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by such Grantor’s copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrower (including the Grantors) under the Loan and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Loan and Security Agreement, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Loan Obligations on the terms set forth in the Loan Documents, hereby mortgages, pledges and hypothecates to Lender and grants to Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”):

- (a) Copyrights.
 - (i) all of its Copyrights and registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1A hereto;
 - (ii) all renewals, reversions and extensions of the foregoing;
 - (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) Patents.

(i) all of its registered Patents and applications for registration thereof, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Trademarks.

(i) all of its Trademarks and registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Representation and Warranties. Each Grantor hereby represents and warrants that the trademarks, patents and copyrights listed opposite such Grantor's name on the schedules attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

GRANTORS:

DJ ACQUISITION FTT LLC

By: Michael Faulkner
Name: Michael Faulkner
Title: Chief Executive Officer

Acknowledged and agreed

LENDER

BLUEHEDGE CAPITAL SECURED DEBT SBIC, L.P.

By: Bluehenge Capital Secured Debt SBIC GP, LLC

DocuSigned by:
Ari David Kocen
By: Ari David Kocen
Name: Ari David Kocen
Title: Managing Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHTS**

None.

**SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS**

None.

**SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS**

<u>Owner</u>	<u>Description</u>	<u>Jurisdiction</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
DJ Acquisition FTT LLC	GLOSPEC	U.S.	6,357,107	May 18, 2021
DJ Acquisition FTT LLC	ESI Logo	U.S.	5,122,710	January 17, 2017