

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Helical Solutions, LLC		10/26/2021	Limited Liability Company: MAINE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Administrative Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4874240		
Registration Number:	5172137	HELICAL MILLING ADVISOR	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0175		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	10/26/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of October 26, 2021, by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “Administrative Agent”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of October 26, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Intellectual Property. Each Grantor hereby assigns, pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in or to all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) all Patents, Trademarks and Copyrights of such Grantor included in the Collateral (excluding any Excluded Assets), including those listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized by any of the foregoing Trademarks, (c) all renewals, extensions, amendments, restatements, supplements and continuations thereof, (d) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringement, misappropriation, dilution, breach or other violations thereof, (d) all rights to sue for past, present and future infringement, misappropriation, dilution, breach or other violations thereof arising under the laws of the United States; (e) all causes of action arising prior to or after the date hereof for infringement, misappropriation, dilution or other violations of any of such Patents, Trademarks and Copyrights, and (e) all other rights, priorities and privileges arising thereunder or pertaining thereto.

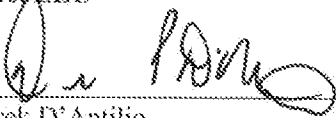
SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property made and granted hereby and thereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form reasonably acceptable to such Grantor terminating, cancelling and releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

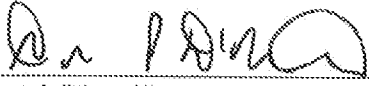
SECTION 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

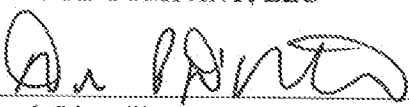
MICRO 100, LLC

By: 
Name: Derek D'Antilio
Title: Chief Financial Officer and Treasurer

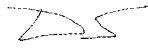
HELICAL SOLUTIONS, LLC

By: 
Name: Derek D'Antilio
Title: Chief Financial Officer and Treasurer

HARVEY TOOL COMPANY, LLC

By: 
Name: Derek D'Antilio
Title: Chief Financial Officer and Treasurer

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: David Schwartz
Title: Authorized Signatory

Schedule I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Trademarks

PATENTS

None.

PATENT APPLICATIONS

None.

TRADEMARKS

TRADEMARK	APP. NO.	APP. DATE	REG. NO.	REG. DATE	RECORD OWNER
Design Only	86633747	5/18/2015	4874240	12/22/2015	Helical Solutions, LLC
HELICAL MILLING ADVISOR	86640668	5/26/2015	5172137	3/28/2017	Helical Solutions, LLC
M100 DEX	78854477	4/5/2006	3386717	2/19/2008	Micro 100, LLC
MICRO 100	73336604	11/9/1981	1268893	3/6/1984	Micro 100, LLC
MICRO 100	73620003	9/15/1986	1477422	2/23/1988	Micro 100, LLC
MICRO-QUIK	77850935	10/16/2009	4096574	2/7/2012	Micro 100, LLC
SPEEDY SHARP	74067130	6/8/1990	1640257	4/9/1991	Micro 100, LLC

TRADEMARK APPLICATIONS

None.

COPYRIGHTS

Copyright	Registration No.	Registration Date	Owner
Harvey tool catalog	TX0006857532	9/7/2007	Harvey Tool Company, Inc.
HARVEY TOOL CATALOG. [Published: 2008-03-15. Issue: vol. 2008, no. 03, 03/2008]	TX0007493326	3/7/2012	Harvey Tool Company, LLC
HARVEY TOOL CATALOG. [Published: 2009-03-15. Issue: vol. 2009, no. 03, 03/2009]	TX0007493337	3/7/2012	Harvey Tool Company, LLC
HARVEY TOOL CATALOG. [Published: 2010-03-15. Issue: vol. 2010, no. 03, 03/2010]	TX0007493344	3/7/2012	Harvey Tool Company, LLC
Harvey Tool Catalog. [Published: 2011-03-15. Issue: vol. 2011, no. 03, 03/2011]	TX0007493350	3/7/2012	Harvey Tool Company, LLC

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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Copyright	Registration No.	Registration Date	Owner
<u>Harvey Tool Company LLC. [Published: 2007-10-01. Issue: vol. 2007, no. 10, 10/2007]</u>	TX0007521820	3/29/2012	Harvey Tool Company, LLC
<u>Harvey Tool Catalog. [Published: 2008-09-01. Issue: vol. 2008, no. 09, 9/2008]</u>	TX0007521880	3/29/2012	Harvey Tool Company LLC
<u>Harvey Tool Catalog. [Published: 2009-09-01. Issue: vol. 2009, no. 09, 9/2009]</u>	TX0007521886	3/29/2012	Harvey Tool Company LLC
<u>Harvey Tool Catalog. [Published: 2010-09-01. Issue: vol. 2010, no. 09, 9/2010]</u>	TX0007521888	3/29/2012	Harvey Tool Company LLC
<u>Harvey Tool Catalog. [Published: 2012-03-19. Issue: vol. 2012, no. 03, 3/2012]</u>	TX0007521891	3/29/2012	Harvey Tool Company LLC
<u>Harvey Tool Company LLC. [Published: 2011-09-01. Issue: vol. 2011, no. 09, 09/2011]</u>	TX0007540924	5/8/2012	Harvey Tool Company, LLC
<u>Harvey Tool Company LLC. [Published: 2013-03-01. Issue: vol. 2013, no. 03, March 2013]</u>	TX0007729793	7/3/2013	Harvey Tool Company, LLC
<u>Harvey Tool. [Published: 2013-09-01. Issue: no. 09, 9/2013]</u>	TX0007818709	1/23/2014	Harvey Tool Company, LLC
<u>Harvey Tool 03/2014 Catalog. [Published: 2014-03-01. Issue: vol. 2014, no. 03, 3/2014]</u>	TX0007846309	4/16/2014	Harvey Tool Company, LLC
<u>Harvey Tool Catalog. [Published: 2014-09-01. Issue: vol. 2014, no. 9, 09/2014]</u>	TX0007947822	11/9/2014	Harvey Tool Company, LLC
<u>Harvey Tool Company LLC. [Published: 2012-09-01. Issue: vol. 2012, no. 09, 9/2012]</u>	TX0007983030	2/15/2013	Harvey Tool Company, LLC
<u>Harvey Tool 03/2015 Catalog. [Published: 2015-03-16. Issue: vol. 2015, no. 3, 3/2015]</u>	TX0008149943	5/14/2015	Harvey Tool Company, LLC
<u>Harvey Tool 03/2016 Catalog. [Published: 2016-03-02. Issue: vol. 2016, no. 12, 03/2016]</u>	TX0008244339	5/10/2016	Harvey Tool Company, LLC
<u>Harvey Tool 09/2015 Catalog. [Published: 2015-09-21. Issue: vol. 2015, no. 11, 09/2015]</u>	TX0008304393	8/15/2016	Harvey Tool Company, LLC
<u>Harvey Tool March 2017 Product Catalog. [Published: 2017-01-20. Issue: March 1, 2017]</u>	TX0008413372	6/28/2017	Harvey Tool Company, LLC
<u>Harvey Tool September 2016 Catalog. [Published: 2016-08-28. Issue:]</u>	TX0008416023	6/28/2017	Harvey Tool Company, LLC
Helical milling advisor	TXu002006958	5/28/2015	Helical Solutions, LLC
<u>Helical 2016 Product Catalog. [Published: 2016-03-01. Issue: March 1, 2016]</u>	TX0008413364	6/28/2017	Helical Solutions, LLC
<u>Helical 2017 Product Catalog. [Published: 2017-01-20. Issue:]</u>	TX0008413379	6/28/2017	Helical Solutions, LLC
Micro 100 catalog	TX0002318573	5/24/1988	Micro 100, Inc.
Micro 100 super carbide tools : catalog 849.	TX0001503680	12/31/1984	Micro 100, Inc.

COPYRIGHT APPLICATIONS

None.