

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM694649

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MW INDUSTRIES, INC.		12/10/2021	Corporation: DELAWARE
MATTHEW WARREN, INC.		12/10/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as collateral agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Chartered Bank: CANADA

## PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3691317	AMERIFLEX, INC.
Registration Number:	3691316	AMERIFLEX, INC.
Registration Number:	4286537	CROWN
Registration Number:	4313605	NINETY-ONE
Registration Number:	3567346	BELLOWSTECH
Registration Number:	4921280	BELLOWSTECH A SERVOMETER COMPANY
Registration Number:	4925290	
Registration Number:	4754799	ENGINEERED SPRING PRODUCTS
Registration Number:	2243424	INTERCONNECTRIC
Registration Number:	1534977	S
Registration Number:	1512138	S
Registration Number:	4826109	S
Registration Number:	1453944	SERVOFLEX
Registration Number:	1513179	SERVOMETER
Registration Number:	1507507	SERVOMETER
Registration Number:	2458349	SERVOMETER
Registration Number:	2577054	SERVOMETER

CH \$1040.00 3691317

Property Type	Number	Word Mark
Registration Number:	1454895	SERVO-TORQUE
Registration Number:	2775483	MAROX
Registration Number:	5330101	FLEXNICKEL
Registration Number:	5825578	HELI-CAL MACHINED SPRING
Registration Number:	5628938	BEL-LOK
Serial Number:	97015814	PARAGON MEDICAL
Serial Number:	97015843	PARAGON MEDICAL
Serial Number:	97015865	PARAGON MEDICAL
Serial Number:	97015890	PARAGON MEDICAL
Serial Number:	97015908	PARAGON MEDICAL
Serial Number:	97015920	PARAGON MEDICAL
Serial Number:	97015935	PARAGON MEDICAL
Serial Number:	97015962	PARAGON MEDICAL
Serial Number:	97015981	PARAGON MEDICAL
Serial Number:	97000615	
Serial Number:	97000742	
Serial Number:	97000803	
Serial Number:	97000811	
Serial Number:	97000820	
Serial Number:	97000830	
Serial Number:	97000842	PARAGON MEDICAL
Serial Number:	97000854	PARAGON MEDICAL
Serial Number:	97000861	PARAGON MEDICAL
Serial Number:	90860804	PARAGON MEDICAL

#### CORRESPONDENCE DATA

Fax Number: 2028357586

*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.*

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946.03500
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/14/2021

**Total Attachments: 6**

source=15. MWI - Second Lien Trademark Security Agreement (Executed)#page1.tif

source=15. MWI - Second Lien Trademark Security Agreement (Executed)#page2.tif

source=15. MWI - Second Lien Trademark Security Agreement (Executed)#page3.tif

source=15. MWI - Second Lien Trademark Security Agreement (Executed)#page4.tif

source=15. MWI - Second Lien Trademark Security Agreement (Executed)#page5.tif

source=15. MWI - Second Lien Trademark Security Agreement (Executed)#page6.tif

**SECOND LIEN TRADEMARK SECURITY AGREEMENT****(Trademarks and Trademark Licenses)**

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 10, 2021, between **MW INDUSTRIES, INC.**, a Delaware corporation, and **MATTHEW WARREN, INC.**, a Delaware corporation (collectively, “*Grantors*”), and ROYAL BANK OF CANADA, as Collateral Agent (the “*Trademark Security Agreement*”).

WHEREAS, Grantors own, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, HELIX ACQUISITION HOLDINGS, INC., a Delaware corporation (the “*Borrower*”), ASP MWI INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Royal Bank of Canada, as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of September 29, 2017 (as amended by the First Amendment to Second Lien Credit Agreement, dated as of April 20, 2018, and the Second Amendment to Second Lien Credit Agreement, dated as of December 4, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of September 29, 2017 (as supplemented by the Second Lien Security Agreement Supplement, dated as of April 20, 2018, the Second Lien Security Agreement Supplement, dated as of August 1, 2018, and the Second Lien Security Agreement Supplement, dated as of April 12, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and Royal Bank of Canada, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantors secure the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantors hereby grant to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantors, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantors are a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Copyright Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantors, promptly execute and deliver to such Grantors all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as such Grantors shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantors to the Grantee pursuant to the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto acknowledge and agree that this Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MW INDUSTRIES INC.  
MATTHEW WARREN, INC.

By:


A handwritten signature in black ink, appearing to read 'Simon Newman', is written over a horizontal line.

Name: Simon Newman

Title: Chief Executive Officer

Acknowledged:






ROYAL BANK OF CANADA,  
as Collateral Agent

By:   
\_\_\_\_\_  
Name: Susan Khokher  
Title: Manager, Agency

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]




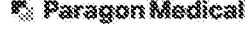














**TRADEMARK**  
**REEL: 007529 FRAME: 0286**

## TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Matthew Warren, Inc.	3691317	<b>AMERIFLEX, INC.</b>
Matthew Warren, Inc.	3691316	Ameriflex, Inc.
Matthew Warren, Inc.	4286537	Crown
Matthew Warren, Inc.	4313605	Ninety-One
MW Industries, Inc.	3567346	BELLOWSTECH
MW Industries, Inc.	4921280	 <b>BellowsTech</b> <small>A Servometer Company</small>
MW Industries, Inc.	4925290	
MW Industries, Inc.	4754799	ENGINEERED SPRING PRODUCTS
MW Industries, Inc.	2243424	INTERCONNECTRIC
MW Industries, Inc.	1534977	
MW Industries, Inc.	1512138	
MW Industries, Inc.	4826109	
MW Industries, Inc.	1453944	SERVO-FLEX
MW Industries, Inc.	1513179	SERVOMETER
MW Industries, Inc.	1507507	SERVOMETER
MW Industries, Inc.	2458349	SERVOMETER
MW Industries, Inc.	2577054	SERVOMETER
MW Industries, Inc.	1454895	SERVO-TORQUE
Matthew Warren, Inc.	2775483	MAROX
Matthew Warren, Inc.	5330101	FLEXNICKEL
Matthew Warren, Inc.	5825578	HELI-CAL MACHINED SPRING
Matthew Warren, Inc.	5628938	BEL-LOK



# TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
MW Industries, Inc.	97015814 (USE)	
MW Industries, Inc.	97015843 (USE)	
MW Industries, Inc.	97015865 (USE)	
MW Industries, Inc.	97015890 (USE)	
MW Industries, Inc.	97015908 (USE)	
MW Industries, Inc.	97015920 (USE)	
MW Industries, Inc.	97015935 (USE)	
MW Industries, Inc.	97015962 (USE)	
MW Industries, Inc.	97015981 (USE)	
MW Industries, Inc.	97000615 (USE)	
MW Industries, Inc.	97000742 (USE)	
MW Industries, Inc.	97000803 (USE)	
MW Industries, Inc.	97000811 (USE)	
MW Industries, Inc.	97000820 (USE)	
MW Industries, Inc.	97000830 (USE)	
MW Industries, Inc.	97000842 (USE)	
MW Industries, Inc.	97000854 (USE)	
MW Industries, Inc.	97000861 (USE)	
MW Industries, Inc.	90860804 (USE)	PARAGON MEDICAL