

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Aerospace & Electronics, LLC		11/02/2022	Limited Liability Company: WASHINGTON
Custom Interconnects, LLC		11/02/2022	Limited Liability Company: COLORADO
Ohio Associated Enterprises, LLC		11/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3717548	KRYOFLEX	
Registration Number:	3816192	PA&E	
Registration Number:	3488733	JUNIOR-D	
Registration Number:	3576279	LWP	
Registration Number:	3576280	LLWP	
Registration Number:	1998984	HERMETIC ADVANTAGE	
Registration Number:	1960009	FUZZ BUTTON	
Registration Number:	3962936	VPX PLUS	
Registration Number:	3962939	VPX PLUS	
Registration Number:	1717589	MERITEC	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		

CH \$265.00 3717548

Email: ypan@proskauer.com
Correspondent Name: John P. Prusakowski
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-602

NAME OF SUBMITTER: John P. Prusakowski

SIGNATURE: /John P. Prusakowski/

DATE SIGNED: 11/02/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), dated as of November 2, 2022, is made by Pacific Aerospace & Electronics, LLC, a Washington limited liability company, Custom Interconnects, LLC, a Colorado limited liability company, and Ohio Associated Enterprises, LLC, a Delaware limited liability company (each, a “**Grantor**”), in favor of Ares Capital Corporation, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of November 2, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

I. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

II. Grant of Security. As security for the payment or performance when due, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States federally registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “Trademark Collateral”); *provided* that “Trademark Collateral” shall not include and the Security Interest shall not attach to any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

III. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

IV. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of this Trademark Security Agreement by PDF, facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

V. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

VI. Termination or Release. Upon the termination of the Security Agreement or the release of the Trademark Collateral, in each case, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

VII. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIM CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON OR ARISING OUT OF OR RELATING TO THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

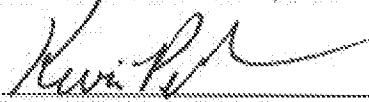
VIII. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR

REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES
HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE
INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR
INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR
AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF
SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

CUSTOM INTERCONNECTS, LLC

By: 
Name: Kevin Perhamus
Title: Chief Executive Officer

OHIO ASSOCIATED ENTERPRISES, LLC

By: 
Name: Kevin Perhamus
Title: Chief Executive Officer

PACIFIC AEROSPACE & ELECTRONICS, LLC

By: 
Name: Kevin Perhamus
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


Accepted and Agreed:

ARES CAPITAL COPORATION, as Collateral
Agent

By: Josh Bloomstein
Name: Josh Bloomstein
Title: Authorized Signatory

Schedule A

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
KRYOFLEX	3717548	12/1/2019	PACIFIC AEROSPACE & ELECTRONICS, LLC
PA&E	3816192	7/13/2010	PACIFIC AEROSPACE & ELECTRONICS, LLC
JUNIOR-D	3488733	8/19/2008	PACIFIC AEROSPACE & ELECTRONICS, LLC
LWP	3576279	2/17/2009	PACIFIC AEROSPACE & ELECTRONICS, LLC
LLWP	3576280	2/17/2009	PACIFIC AEROSPACE & ELECTRONICS, LLC
HERMETIC ADVANTAGE	1998984	9/10/1996	PACIFIC AEROSPACE & ELECTRONICS, LLC
FUZZ BUTTON	1960009	3/5/1996	CUSTOM INTERCONNECTS, LLC
VPX PLUS	3962936	5/17/2011	OHIO ASSOCIATED ENTERPRISES, LLC
	3962939	5/17/2011	OHIO ASSOCIATED ENTERPRISES, LLC
MERITEC	1717589	9/22/1992	OHIO ASSOCIATED ENTERPRISES, LLC

UNITED STATES TRADEMARK APPLICATIONS:

None.