

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM799426

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MW INDUSTRIES, INC.		03/31/2023	Corporation: DELAWARE
PRECISION MANUFACTURING GROUP, LLC		03/31/2023	Limited Liability Company: NEW JERSEY
BELLOWSTECH, LLC		03/31/2023	Limited Liability Company: FLORIDA
MATTHEW WARREN, INC.		03/31/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA
Name:	PNC Bank, National Association
Street Address:	340 Madison Ave, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	3324656	ASM
Registration Number:	3567346	BELLOWSTECH
Registration Number:	4137734	CSC
Registration Number:	2374972	CSC CENTURY SPRING
Registration Number:	4925290	
Registration Number:	4754799	ENGINEERED SPRING PRODUCTS
Registration Number:	750090	HELI-CAL

CH \$1390.00 3324656

Property Type	Number	Word Mark
Registration Number:	4401537	HELI-CAL MACHINED SPRING
Registration Number:	5034373	H HELICAL PRODUCTS COMPANY
Registration Number:	2413701	HYPERCO
Registration Number:	4137735	
Registration Number:	3211194	HYPERCOILS
Registration Number:	2824818	HYPERCOILS
Registration Number:	2243424	INTERCONNECTRIC
Registration Number:	3255646	MAUDLIN PRODUCTS
Registration Number:	2479015	MW INDUSTRIES INC.
Registration Number:	2505962	MW INDUSTRIES, INC
Registration Number:	4137736	RAF
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
Registration Number:	1454895	SERVO-TORQUE
Registration Number:	2965236	UFM
Registration Number:	3691317	AMERIFLEX, INC.
Registration Number:	3691316	AMERIFLEX, INC.
Registration Number:	4286537	CROWN
Registration Number:	4313605	NINETY-ONE
Registration Number:	2775483	MAROX
Registration Number:	5330101	FLEXNICKEL
Registration Number:	5825578	HELI-CAL MACHINED SPRING
Registration Number:	5628938	BEL-LOK
Registration Number:	6733018	
Registration Number:	6733019	
Registration Number:	6733020	
Registration Number:	6733021	
Registration Number:	6726128	
Registration Number:	6732993	
Registration Number:	6992309	
Registration Number:	6997297	
Registration Number:	6997298	

Property Type	Number	Word Mark
Registration Number:	6992310	
Registration Number:	6992311	
Registration Number:	6997299	
Registration Number:	6997300	
Registration Number:	6992312	
Registration Number:	6992303	
Registration Number:	6997295	
Registration Number:	6997296	
Registration Number:	6992304	
Serial Number:	97405359	HYPERCO

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	22946.03500
NAME OF SUBMITTER:	John Garces, Esq.
SIGNATURE:	/John Garces/
DATE SIGNED:	03/31/2023

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 31, 2023, (this "Agreement"), by MW INDUSTRIES, INC., a Delaware corporation, PRECISION MANUFACTURING GROUP, LLC, a New Jersey limited liability company, BELLOWSTECH, LLC, a Florida limited liability company, and MATTHEW WARREN, INC., a Delaware corporation, (each, a "Grantor"), in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders, Issuing Banks and Swingline Lender have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ASP MWI INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), HELIX ACQUISITION HOLDINGS, INC., a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto, BANK OF MONTREAL ("BMO"), in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent") and PNC BANK, NATIONAL ASSOCIATION, as revolving agent for the Revolving Lenders (the "Revolving Agent") and as an Issuing Bank and the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any or all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued Patents and pending Patent applications for issuance in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and
- D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. *Recordation.* Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Section 8.09 and/or Section 9.22 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to each Grantor, at such Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

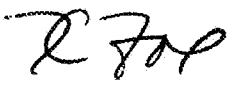
MW INDUSTRIES, INC.
MATTHEW WARREN, INC.

By: KOM
Name: Kyle O'Meara
Title: Chief Financial Officer, Secretary and Treasurer


PRECISION MANUFACTURING GROUP, LLC
BELLOWSTECH, LLC

By: KOM
Name: Kyle O'Meara
Title: Chief Financial Officer and Secretary

BANK OF MONTREAL,
as Administrative Agent






By: 
Name: Charlie Fox
Title: Director






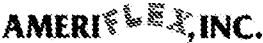
PNC BANK, NATIONAL ASSOCIATION, as Revolving
Agent















By: 
Name: Timothy Brandt
Title: Senior Vice President




SCHEDULE I

TRADEMARKS

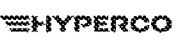
REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
MW Industries, Inc.	3324656	
MW Industries, Inc.	3567346	BELLOWSTECH
MW Industries, Inc.	4137734	
MW Industries, Inc.	2374972	
MW Industries, Inc.	4925290	
MW Industries, Inc.	4754799	ENGINEERED SPRING PRODUCTS
Matthew Warren, Inc.	750090	HELI-CAL
Matthew Warren, Inc.	4401537	HELI-CAL MACHINED SPRING
MW Industries, Inc.	5034373	
MW Industries, Inc.	2413701	
MW Industries, Inc.	4137735	
MW Industries, Inc.	3211194	HYPERCOILS
MW Industries, Inc.	2824818	
MW Industries, Inc.	2243424	INTERCONNECTRIC
Matthew Warren, Inc.	3255646	
MW Industries, Inc.	2479015	
MW Industries, Inc.	2505962	MW INDUSTRIES, INC

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
		
MW Industries, Inc.	4137736	
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.	2965236	UFM
Matthew Warren, Inc.	3691317	
Matthew Warren, Inc.	3691316	Ameriflex, Inc.
Matthew Warren, Inc.	4286537	Crown
Matthew Warren, Inc.	4313605	Ninety-One
Matthew Warren, Inc.	2775483	MAROX
Matthew Warren, Inc.	5330101	FLEXNICKEL

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Matthew Warren, Inc.	5825578	HELI-CAL MACHINED SPRING
Matthew Warren, Inc.	5628938	BEL-LOK
MW Industries, Inc.	6733018	
MW Industries, Inc.	6733019	
MW Industries, Inc.	6733020	
MW Industries, Inc.	6733021	
MW Industries, Inc.	6726128	
MW Industries, Inc.	6732993	
MW Industries, Inc.	6992309	
MW Industries, Inc.	6997297	
MW Industries, Inc.	6997298	
MW Industries, Inc.	6992310	
MW Industries, Inc.	6992311	
MW Industries, Inc.	6997299	
MW Industries, Inc.	6997300	
MW Industries, Inc.	6992312	

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
MW Industries, Inc.	6992303	
MW Industries, Inc.	6997295	
MW Industries, Inc.	6997296	
MW Industries, Inc.	6992304	

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
MW Industries, Inc.	97405359 (USE)	

SCHEDULE II

PATENTS

REGISTERED OWNER	PATENT NUMBER	ISSUE DATE
MW Industries, Inc.	9068401	6/30/2015
MW Industries, Inc.	9284168	3/15/2016
Precision Manufacturing Group, LLC	7514156	4/7/2009
MW Industries, Inc.	9976617	5/22/2018
BellowsTech, LLC	11313516	4/26/2022

PATENT APPLICATIONS

APPLICANT	SERIAL NO.	FILING DATE
MW Industries, Inc.	PCT/US2020/053071 (WO21062363)	9/28/2020
MW Industries, Inc.	17/034922	9/28/2020

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NO.	TITLE
Matthew Warren, Inc.	TX0004509534	Accurate Screw Machine Company: catalog
Matthew Warren, Inc.	TX0001123916	Electronic hardware specialists : catalog
Matthew Warren, Inc.	TX0000336137	Heli-Cal one piece rotating shaft flexible couplings

COPYRIGHT APPLICATIONS

None.