

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heyco Products Corp.		04/28/2023	Corporation: DELAWARE
PEM Management, Inc.		04/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn Street		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5550430	HEYBITES	
Registration Number:	5921587	HELIOS UVX CLIP	
Registration Number:	6358803	MAXRUNNER	
Registration Number:	6101961	PEMSERT	
Registration Number:	6218720	CLAMPDISK	
Registration Number:	6456951	PEMEDGE	
Registration Number:	5879935	PEMLINE	
Registration Number:	6880508	THINK INSIDE THE BOX	
Serial Number:	97870673	HEYCLIP	
Serial Number:	90014234	GHOST	
Serial Number:	97409176	PEM ECONNECT	
Serial Number:	97411589	CASTSERT	
Serial Number:	97459145	PEM	
Serial Number:	97459554	PEM CONNECT	
Serial Number:	97705194	FASTENERCLASS	
Serial Number:	97739262	VARIMOUNT	
Serial Number:	97829022	PEM SH	

CH \$440.00 5550430

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** 2124552592**Email:** jnull@stblaw.com**Correspondent Name:** Courtney Welshimer**Address Line 1:** 425 Lexington Avenue**Address Line 4:** New York, NEW YORK 10017**ATTORNEY DOCKET NUMBER:** 509265/2042**NAME OF SUBMITTER:** J. Jason Mull**SIGNATURE:** /J. Jason Mull/**DATE SIGNED:** 05/02/2023**Total Attachments: 7**

source=PEM - Supplemental Trademark Security Agreement [Executed]#page1.tif

source=PEM - Supplemental Trademark Security Agreement [Executed]#page2.tif

source=PEM - Supplemental Trademark Security Agreement [Executed]#page3.tif

source=PEM - Supplemental Trademark Security Agreement [Executed]#page4.tif

source=PEM - Supplemental Trademark Security Agreement [Executed]#page5.tif

source=PEM - Supplemental Trademark Security Agreement [Executed]#page6.tif

source=PEM - Supplemental Trademark Security Agreement [Executed]#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 28, 2023 (this "Agreement"), is made by Heyco Products Corp., a Delaware corporation, located at 5190 Old Easton Road, Danboro, PA 18916 ("Heyco") and PEM Management, Inc., a Delaware corporation, located at 103 Foulk Road, Suite 108, Wilmington, DE 19803 ("PEM" and, together with Heyco, the "Obligors" and each an "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a National Banking Association, located at 10 S. Dearborn Street, 7th Floor, Chicago, IL 60603, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Penn Engineering & Manufacturing Corp., a Delaware corporation (the "U.S. Borrower"), PEG GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) (the "German Borrower"), PennEngineering Fastening Technologies (Europe) Limited, a company incorporated in Ireland (the "Irish Borrower" and, together with the U.S. Borrower, the German Borrower and each Additional Borrower, the "Borrowers"), the Lenders party thereto and the Administrative Agent and the other agents named therein, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement, the Obligors described therein entered into a Security Agreement dated as of June 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Obligors and the Administrative Agent, pursuant to which each of the Obligors assigned, transferred and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Obligor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Administrative Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of these premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders and the Issuing Banks to make their respective extensions of credit to the Borrowers thereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Obligor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest.

Each Obligor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Obligor or in which such Obligor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Obligor's Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Obligors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK

WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

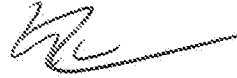
SECTION 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]


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

HEYCO PRODUCTS CORP., as Obligor

By: 

Name: Steven Daniels
Title: Vice President

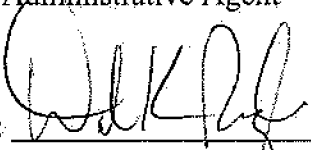
PEM MANAGEMENT, INC., as Obligor

By: 

Name: Steven Daniels
Title: Vice President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Daniel K. Deagle
Title: Authorized Signer

U.S. Trademark Registrations and Applications

Trademark	Serial No.	Reg. No.	Owner
HEYBITES	87769338	5,550,430	Heyco Products Corp.
HELIOS UVX CLIP	87769392	5,921,587	Heyco Products Corp.
MAXRUNNER	88431719	6,358,803	Heyco Products Corp.
HEYCLIP	97870673	N/A	Heyco Products Corp.
PEMSERT	88747692	6,101,961	PEM Management, Inc.
CLAMPDISK	88510098	6,218,720	PEM Management, Inc.
PEMEDGE	88901293	6,456,951	PEM Management, Inc.
PEMLINE	88373823	5,879,935	PEM Management, Inc.
THINK INSIDE THE BOX	88901298	6,880,508	PEM Management, Inc.
GHOST	90014234 ¹	N/A	PEM Management, Inc.
PEM ECONNECT	97409176 ²	N/A	PEM Management, Inc.
CASTSERT	97411589 ³	N/A	PEM Management, Inc.
PEM	97459145	N/A	PEM Management, Inc.
PEM CONNECT	97459554 ⁴	N/A	PEM Management, Inc.
FASTENERCLASS	97705194	N/A	PEM Management, Inc.
VARIMOUNT	97739262	N/A	PEM Management, Inc.

¹ This is an intent-to-use trademark application and is not included in the collateral until a statement of use or amendment to allege use is filed with the USPTO.

² This is an intent-to-use trademark application and is not included in the collateral until a statement of use or amendment to allege use is filed with the USPTO.

³ This is an intent-to-use trademark application and is not included in the collateral until a statement of use or amendment to allege use is filed with the USPTO.

⁴ This is an intent-to-use trademark application and is not included in the collateral until a statement of use or amendment to allege use is filed with the USPTO.

Trademark	Serial No.	Reg. No.	Owner
PEM SH	97829022	N/A	PEM Management, Inc.