

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEP NVH OPCO, LLC (dba Applied Acoustics International)		12/29/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Commercial Loan Service Center/DCC		
Internal Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5266839	WE ENGINEER QUIET	
Registration Number:	5217348	DAMPLITE	
Registration Number:	5177721	AAI APPLIED ACOUSTICS INTERNATIONAL	
Registration Number:	5097139	APPLIED ACOUSTICS INTERNATIONAL	
Registration Number:	5177803	AAI APPLIED ACOUSTICS INTERNATIONAL WE E	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	074658-23067		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		

CH \$140.00 5266839

DATE SIGNED:	12/29/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) is made as of this 29th day of December, 2023, by AEP NVH OPCO, LLC (d/b/a Applied Acoustics International), a Delaware limited liability company (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as may be amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor, VISTECH MANUFACTURING SOLUTIONS, LLC, a California limited liability company (“VisTech”), NVH ACQUISITION HOLDINGS, LLC (d/b/a IPC), an Ohio limited liability company (“NVH”), IPC HOLDINGS, LLC, an Ohio limited liability company (“IPC Holdings”), NEAR SITE SOLUTIONS, LLC, an Ohio limited liability company (“Near Site”, and together with VisTech, AEP, NVH and IPC Holdings and each U.S. Person joined thereto as a borrower from time to time, collectively, the “U.S. Borrowers” and each a “U.S. Borrower”), VISTECH MANUFACTURING (ONTARIO) INC., an Ontario corporation (“Canadian Borrower”, and together with U.S. Borrowers, collectively, the “Borrowers” and each a “Borrower”), VT MANUFACTURING HOLDINGS, LLC, a California limited liability company (“Holdings”), VISTECH TRADING, INC., a Delaware corporation (“Trading”, and together with Holdings and each Person joined thereto as a guarantor from time to time, collectively, the “Guarantors”, and each a “Guarantor”), IPC PIQUA DE MEXICO, S. DE R.L. DE C.V. (the “Mexican Loan Party” or “IPC Mexico”, and together with the Guarantors and Borrowers, collectively the “Loan Parties” and each a “Loan Party”) (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”), with power of sale to the extent permitted by law:

(a) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and licenses for any of the foregoing (“Licenses”), including without limitation those referred to on Schedule 1 hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Trademark Collateral shall not include any "intent-to-use" trademark applications prior to the filing of a Statement of Use or Amendment to Allege Use (as those terms are defined and commonly used under applicable trademark law) with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law. Upon the filing of any Statement of Use or Amendment to Allege Use, such trademark application shall automatically be deemed to be Trademark Collateral without the need to modify this Trademark Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered Trademark Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise

specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

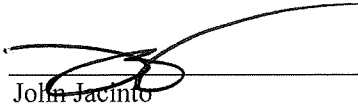
[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

AEP NVH OPCO, LLC (d/b/a Applied Acoustics International), a Delaware limited liability company

By:

Name:


John Jacinto

Title:

Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008304 FRAME: 0427

Accepted and agreed to as of the
date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Jeff Penno
Name: Jeffrey Penno
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008304 FRAME: 0428

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number	Registration Date
1.	AEP NVH OpCo, LLC	WE ENGINEER QUIET	5266839	8/15/2017
2.	AEP NVH OpCo, LLC	DAMPLITE	5217348	6/6/2017
3.	AEP NVH OpCo, LLC	AAI APPLIED ACOUSTICS INTERNATIONAL	5177721	4/4/2017
4.	AEP NVH OpCo, LLC	APPLIED ACOUSTICS INTERNATIONAL	5097139	12/6/2016
5.	AEP NVH OpCo, LLC		5177803	4/4/2017