

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM353403

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nordco, Inc.		08/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
Internal Address:	c/o Ares Management		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4502174	NORDSTAR	
Registration Number:	4124257	DAPCO	
Registration Number:	3828685	NORDCO SERVICE FROM THE GROUND UP	
Registration Number:	3584473	NORDCO SERVICE FROM THE GROUND UP	
Registration Number:	3071877	NORDCO	
Registration Number:	2115591	NORDCO	
Serial Number:	85258128	DAPCO NDT A NORDCO COMPANY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337285-27		
NAME OF SUBMITTER:	Kristin Brozovic		

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SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/01/2015
Total Attachments: 5 source=Nordco - Trademark Security Agreement - Nordco Inc (2015)#page1.tif source=Nordco - Trademark Security Agreement - Nordco Inc (2015)#page2.tif source=Nordco - Trademark Security Agreement - Nordco Inc (2015)#page3.tif source=Nordco - Trademark Security Agreement - Nordco Inc (2015)#page4.tif source=Nordco - Trademark Security Agreement - Nordco Inc (2015)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nordco Inc. (the "Borrower"), Nordco Holding Company ("Nordco Holdings"), the other Credit Parties, the Lenders from time to time party thereto, and Ares as the Agent for the Lenders and for itself as a Lender and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

NORDCO INC.

as Grantor

By: 

Name: Daniel Griesbach

Title: VP of Finance, CFO & Secretary

ACKNOWLEDGED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Agent

By: 

Name: Scott Lem

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
NORDSTAR	85507796	1/3/12	4502174	3/25/14	Registered	Nordco Inc.
DAPCO	85258191	3/4/11	4124257	4/10/12	Registered	Nordco Inc.
DAPCOND T A NORDCO COMPANY	85258128	3/4/11	N/A	N/A	Published (Pending) Intent to Use	Nordco Inc.
NORDCO SERVICE FROM THE GROUND UP	77263533	8/24/07	3828685	8/3/10	Registered	Nordco Inc.
NORDCO SERVICE FROM THE GROUND UP	77976464	8/24/07	3584473	3/3/09	Registered	Nordco Inc.
N NORDCO	78356800	1/23/04	3071877	3/21/06	Registered	Nordco Inc.
NORDCO	75138463	7/23/96	2115591	11/25/97	Renewed (Registered)	Nordco Inc.