

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434446

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHITESELL FORMED COMPONENTS, INC.		06/27/2017	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	10 S. DEARBORN ST., 7TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1654165	FSI	
Registration Number:	2176093	HI-STRESS	
Registration Number:	2113877		
Registration Number:	792378	M	
Registration Number:	809829	M	
Registration Number:	2019198	MULTIFASTENER	
Registration Number:	1016251	MULTIPIERCE	
Registration Number:	1411039	PIERCEFORM	
Registration Number:	1010208	REEL-FEED	
Registration Number:	1020935	STRIP-PIERCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124552502		
<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>			
<b>Phone:</b>	(212) 455-2256		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	CECILLIA X. XIE, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		

CH \$265.00 1654165

**Address Line 4:** NEW YORK, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 509265/2042

**NAME OF SUBMITTER:** Cecillia X. Xie

**SIGNATURE:** /cx/

**DATE SIGNED:** 07/10/2017

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 27, 2017 (this "Agreement"), is made by WHITESELL FORMED COMPONENTS, INC., an Alabama corporation, located at 5190 Old Easton Road, Danboro, PA 18916 (the "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").

WITNESSETH:

**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 and the German 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).

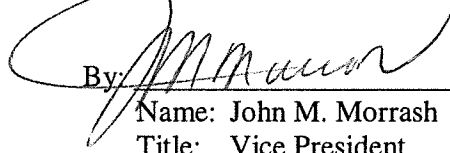
**SECTION 5. Counterparts.**

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.

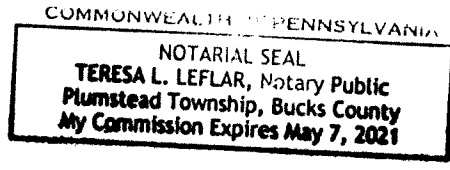
Whitesell Formed Components, Inc. (f/k/a  
Whitesell International Corporation),  
as Obligor

By:   
Name: John M. Morrash  
Title: Vice President

STATE OF PENNSYLVANIA    )  
  )    ss.  
COUNTY OF PHILADELPHIA    )

On this 26<sup>th</sup> day of June, 2017, before me personally appeared John M. Morrash, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of Whitesell Formed Components, Inc. (f/k/a Whitesell International Corporation), an Alabama corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


  
Notary Public



[Signature Page to Penn Engineering & Manufacturing Corp. Trademark Security Agreement]

Accepted and Agreed:

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

By:   
Name: Daniel K. Reagle  
Title: Authorized Officer

{Signature Page to Penn Engineering & Manufacturing Corp. Trademark Security Agreement}

**TRADEMARK**  
**REEL: 006102 FRAME: 0285**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Whitesell Formed Components, Inc. (f/k/a Whitesell International Corporation)**  
**Pending and Registered Trademarks**

Trademark	Description	Case Number	Application #	Registration #	Status	Country	filing Date	Registration Date	Next Renewal Date
W5	CLASS 05	00627-31801/	293081	326298	Registered	Canada	25-Mar-1997	13-Dec-1999	25-Mar-2027
W6	CLASS 05	00627-31802/	399062	547039	Registered	Canada	21-Feb-1997	21-Jun-2001	21-Feb-2031
W7 and W8	CLASS 05	00627-31803/	2464122	554165	Registered	United States of America	20-Mar-1995	20-Aug-1995	20-Aug-2021
W4-STRIPS	CLASS 05	00627-31804/	75172602	2176293	Registered	United States of America	26-Sep-1996	28-Jul-1998	28-Jul-2019
W Diamond Logo	CLASS 05	00627-31805/	72139375	792378	Registered	United States of America	25-Sep-1996	18-Nov-1997	18-Nov-2017
W and design	CLASS 05	00627-31806/	72139375	808828	Registered	United States of America	21-Mar-1996	6-Jul-1996	6-Jul-2025
W and design	CLASS 05	00627-31807/	3248956	3083531	Registered	United Kingdom	21-Jun-1996	14-Jun-1996	14-Jun-2025
W MULTIFASTER	CLASS 07	00627-31808/	74029277	2039198	Registered	United States of America	7-Dec-1995	26-Nov-1995	26-Nov-2026
MULTIFASTER	CLASS 07	00627-31809/	72537182	341028	Registered	United States of America	26-Dec-1973	22-Jul-1975	22-Jul-2025
MULTIFASTER	CLASS 07	00627-31810/	72537182	341029	Registered	United States of America	15-Mar-1985	30-Sep-1986	30-Sep-2025
MULTIFASTER	CLASS 07	00627-31811/	72537182	341030	Registered	United States of America	26-Dec-1973	6-Mar-1975	6-Mar-2025
STRIP-PENCE	CLASS 05	00627-31812/	72016495	3020925	Registered	United States of America	26-Dec-1973	22-Sep-1975	22-Sep-2025
<b>OWNED BY CHAR TECH (rights owned by Whitesell Formed Components, Inc.)</b>									
W Diamond Logo	CLASS 05	00627-31813/	399061	538992	Registered	Canada	11-Mar-1997	26-Dec-1999	11-Dec-2029
W Diamond Logo	CLASS 05	00627-31814/	399061	538992	Registered	Canada	25-Mar-1997	27-Dec-1997	25-Mar-2027
<b>OWNED BY MULTIFASTER CORPORATION (rights owned by Whitesell Formed Components, Inc.)</b>									
W and design	CLASS 07	00627-31815/	553183	411732	Registered	Canada	21-Jun-1991	20-Apr-1993	20-Apr-2023
STRIP-PENCE	CLASS 07	00627-31816/	553076	338548	Registered	Canada	21-Jun-1991	8-Apr-1993	8-Apr-2023