

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPIRE ELECTRONICS, INC.		12/14/2017	Corporation: MICHIGAN
EMPIRE SALES & ENGINEERING, INC.		12/14/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	1116 WEST LONG LAKE ROAD		
City:	BLOOMFIELD HILLS		
State/Country:	MICHIGAN		
Postal Code:	48302		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3077214	GS3	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	313-223-3098		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	M. KATHERINE VANDERVEEN		
Address Line 1:	500 WOODWARD AVE.		
Address Line 2:	SUITE 4000		
Address Line 4:	DETROIT, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	7-7715		
NAME OF SUBMITTER:	M. KATHERINE VANDERVEEN		
SIGNATURE:	/M. KATHERINE VANDERVEEN/		
DATE SIGNED:	12/19/2017		
Total Attachments: 5			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 14, 2017 by and among Empire Electronics, Inc., a Michigan corporation ("Borrower"), and Empire Sales & Engineering, Inc., a Michigan corporation ("Empire Sales", together with Borrower, the "Grantors", individually "Grantor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Lender"), in connection with the Security Agreement referred to below.

Recitals

A. The Grantors, the other loan parties party thereto and the Lender are entering into that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of the date hereof (as amended or modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), patent applications, patent licenses, Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement and Security Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Lender this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark, including without limitation, each trademark referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark application, including without limitation, each trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, with the exception of any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Latham Act (15 U.S.C. 1051, et seq.), unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or (d) of said Act, to the extent that granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application;

- (3) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 4 being herein collectively referred to as the "Trademark Collateral");
- (5) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (6) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith;
- (7) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.


[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

EMPIRE ELECTRONICS, INC., a Michigan corporation, as Borrower

By: 
Name: Edward G. Doman
Title: President

EMPIRE SALES & ENGINEERING, INC., a Michigan corporation

By: 
Name: Kenneth R. Doman
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Signature Page to Empire Patent and Trademark Security Agreement

TRADEMARK
REEL: 006233 FRAME: 0924

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.


EMPIRE ELECTRONICS, INC., a Michigan corporation, as Borrower

By: _____
Name: Edward G. Doman
Title: President

EMPIRE SALES & ENGINEERING, INC., a Michigan corporation

By: _____
Name: Kenneth R. Doman
Title: Vice President

JPMORGAN CHASE BANK, N.A.

By: 
Name: Cathy A. Smith
Title: Senior Underwriter

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Owner	Trademark	Registration Number	Registration Date
Empire Electronics, Inc.	Empire Electronics, Inc.	GS3	3077214	April 4, 2006

TRADEMARK APPLICATIONS

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS, PATENT APPLICATIONS AND PATENT LICENSES

None.

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