

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAEGER, INCORPORATED		07/16/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 S. DEARBORN ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2458526	WINDOWTOUCH	
Registration Number:	2385441	INSERTIONLOGIC	
Registration Number:	1933049	HAEGER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	(212) 455-2121		
Email:	ksolomon@stblaw.com		
Correspondent Name:	ELIZABETH GLADSTONE, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2042		
NAME OF SUBMITTER:	ELIZABETH GLADSTONE		
SIGNATURE:	/EG/		
DATE SIGNED:	08/10/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 16, 2018 (this "Agreement"), is made by HAEGER, INCORPORATED, a California corporation, located at 811 Wakefield Drive, Oakdale, CA 95361 (the "Obligor"), in favor of JPMORGAN CHASE BANK, N.A., a National Banking Association, located at 10 S. Dearborn St., 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]

Accepted and Agreed:

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

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

[Signature Page to Haeger, Incorporated Trademark Security Agreement]

TRADEMARK
REEL: 006410 FRAME: 0848

TRADEMARK REGISTRATIONS AND APPLICATIONS

Haeger, Incorporated Pending and Registered Trademarks

<u>Country</u>	<u>App. No.</u>	<u>Ser. / Reg. No.</u>	<u>Mark</u>
US	2458526		WINDOWTOUCH
US	2385441		INSERTIONLOGIC
US	1933049		HAEGER