

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arrow Gear LLC		03/19/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 New York Plaza, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4982616	A	
Registration Number:	1476560	ARROW GEAR	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla A. Hines		
SIGNATURE:	/s/ Carla A. Hines		
DATE SIGNED:	05/02/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

March 19, 2019

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is executed by Arrow Gear LLC, a Delaware limited liability company (and successor to Arrow Gear Company) (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Lender").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of November 16, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Precision Arrow Gear Group LLC, Precision Gear Industries LLC and Grantor, as borrowers, the other loan parties from time to time party thereto, and the Lender, the Lender agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the terms of that certain Security Agreement, dated as of November 16, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other loan parties from time to time party thereto, and the Lender, the Grantor has granted to the Lender a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Credit Agreement and/or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral", excluding, for the avoidance of doubt, any Excluded Property).

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the United States Patent and Trademark Office and any other applicable United States government authority record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

GRANTOR:

ARROW GEAR LLC
(as successor to Arrow Gear Company)

By: *Attila Mozsolits*
Name: ATTILA MOZSOLITS
Title: CFO

TM Security Agreement

TRADEMARK
REEL: 006635 FRAME: 0722

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By:



Name: Robert A. Kaulius

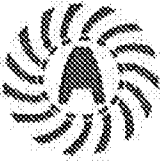
Title: Authorized Signatory

TM Security Agreement

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TRADEMARK
REEL: 006635 FRAME: 0723

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
UNITED STATES REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Arrow Gear LLC (successor to Arrow Gear Company)		June 21, 2016	4982616
Arrow Gear LLC (successor to Arrow Gear Company)	Typed Drawing	February 16, 1988	1476560

Schedule A to Trademark Security Agreement

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