

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530195

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CompoSecure, L.L.C.		07/02/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	Wholesale Loan Operations, 10 Dearborn Street		
<b>Internal Address:</b>	Floor L2S, Attn: Tiago M. Coelho		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87933778	STEP ANTENNA	
<b>Serial Number:</b>	88199113	COMPOSECURE	
<b>Serial Number:</b>	88199133	COMPOSECURE SECURITY INNOVATION DURABILI	
<b>Serial Number:</b>	88199143		
<b>Serial Number:</b>	88199155	CS	
<b>Serial Number:</b>	88199165	COMPOSECURE SECURITY INNOVATION DURABILI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045818330		
<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>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, NE		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		
<b>SIGNATURE:</b>	/Sidney R. Brown/		

OP \$165.00 87933778

<b>DATE SIGNED:</b>	07/02/2019
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**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 2, 2019 (this "Trademark Security Agreement"), by COMPOSECURE, L.L.C. (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, Grantor is a party to that certain Pledge and Security Agreement dated as of July 26, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, to induce the Lenders to enter into the Credit Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the terms of the Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Administrative Agent a security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by Grantor of a security interest therein would result in loss by Grantor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement shall continue in effect until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations other than contingent indemnification obligations as to which no claim has been made have been paid and performed in full and no commitments of the Lenders which would give rise to any Secured Obligations are outstanding.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have executed this Trademark Security Agreement as of the date first above written.

GRANTOR:

COMPOSECURE, L.L.C.

By: 

Name: Timothy W. Fitzsimmons

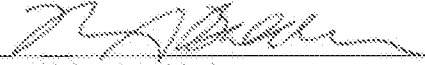
Title: Chief Financial Officer

[Composecure -- Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006684 FRAME: 0449**

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Richard Baldwin

Title: Authorized Officer




[Composere - Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006684 FRAME: 0450**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

United States Trademarks and Trademark Applications:

<u>Mark</u>	<u>Country</u>	<u>Classes (goods/services)</u>	<u>App. Ser. No.</u>	<u>Filing Date</u>	<u>Status</u>
STEP ANTENNA	US	9, 16, 40	87/933,778	5/23/18	PENDING
COMPOSECURE	US	9, 16, 40, 42	88/199,113	11/19/18	Allowed
	US	40, 42	88/199,133	11/19/18	Allowed
	US	9, 16, 40, 42	88/199,143	11/19/18	Allowed
CS	US	9, 16	88/199,155	11/19/18	PENDING
	US	9, 16	88/199,165	11/19/18	Allowed