

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610489

<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>
MGS MFG. GROUP, INC.		11/20/2020	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 W. Monroe Street		
<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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5169492	MGS	
<b>Registration Number:</b>	5174470	UNIVERSAL UMS MULTISHOT	
<b>Registration Number:</b>	5169493	UMS	
<b>Registration Number:</b>	5174471		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	212-294-2684		
<b>Email:</b>	trademarksny@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	13757.92		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco by trademarkny/		
<b>DATE SIGNED:</b>	11/23/2020		
<b>Total Attachments: 6</b>			

CH \$115.00 5169492

source=MGS - Trademark Security Agreement (Execution)\_(15220201)\_(1)#page1.tif  
source=MGS - Trademark Security Agreement (Execution)\_(15220201)\_(1)#page2.tif  
source=MGS - Trademark Security Agreement (Execution)\_(15220201)\_(1)#page3.tif  
source=MGS - Trademark Security Agreement (Execution)\_(15220201)\_(1)#page4.tif  
source=MGS - Trademark Security Agreement (Execution)\_(15220201)\_(1)#page5.tif  
source=MGS - Trademark Security Agreement (Execution)\_(15220201)\_(1)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2020 is made by MGS MFG. GROUP, INC., a Wisconsin corporation (in its capacity as a grantor under this agreement, the “Grantor”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”) among MGS Investments, Inc., a Delaware corporation, MGS Holding Company, Inc., a Delaware corporation, MGS Mfg. Group, Inc., a Wisconsin corporation, as borrower (“Borrower”), the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 agrees 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

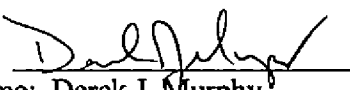
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MGS MFG. GROUP, INC., as Grantor

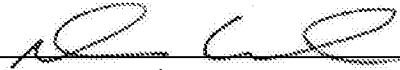
By:   
Name: Derek J. Murphy

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 007114 FRAME: 0005

BMO HARRIS BANK N.A.,  
as Administrative Agent

By: 

Name: Dan Weeks

Title: Managing Director


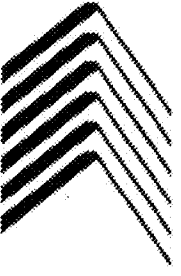
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007114 FRAME: 0006**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Record Owner
US	MGS	Registered	86/903,073	Feb. 10, 2016	5,169,492	Mar. 28, 2017	MGS Mfg. Group, Inc.
US	 UNIVERSAL MFG MULTISHOT	Registered	86/903,084	Feb. 10, 2016	5,174,470	Apr. 4, 2017	MGS Mfg. Group, Inc.
US	UMS	Registered	86/903,089	Feb. 10, 2016	5,169,493	Mar. 28, 2017	MGS Mfg. Group, Inc.
US		Registered	86/903,095	Feb. 10, 2016	5,174,471	Apr. 4, 2017	MGS Mfg. Group, Inc.
US	PELLET TO PATIENT	Published	88/611,468	Sep. 10, 2019			MGS Mfg. Group, Inc.

2. TRADEMARK APPLICATIONS

None.