

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611928

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graham Corporation		12/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	One South Clinton Ave., Suite 700		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14604		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5254091	ENERGY STEEL A GRAHAM COMPANY EXCLUSIVEL	
Registration Number:	2113725	GRAHAM	
Registration Number:	3339668	G GRAHAM ENGINEERING ANSWERS	
Registration Number:	2171065	GRAHAM PRECISION PUMPS	
Registration Number:	2171070	GRAHAM VACUUM AND HEAT TRANSFER	
Registration Number:	2704853	HELIFLOW	
Registration Number:	0669905	MICROMIX	
Registration Number:	2375893	SEALCOOL	
Registration Number:	2626331	VACADEMICS	
Registration Number:	2296884	VACWORKS	
Serial Number:	88709107	VACWORKSII	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1065		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		

CH \$290.00 5254091

ATTORNEY DOCKET NUMBER:	011900-35
NAME OF SUBMITTER:	Kristen Mollnow Walsh
SIGNATURE:	/kristenmollnowwalsh/
DATE SIGNED:	12/02/2020

Total Attachments: 8

source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page1.tif
source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page2.tif
source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page3.tif
source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page4.tif
source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page5.tif
source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page6.tif
source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page7.tif
source=Executed - A&R Trademark Security Agreement--JPMorgan Chase--Graham Corporation#page8.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of December 2, 2020 is made by Graham Corporation, a Delaware corporation (the “Borrower”), and the undersigned subsidiaries of the Borrower (each, a “Grantor” and collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 2, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders, the Administrative Agent and the other parties thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, 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, in connection with the Credit Agreement the Grantors have executed and delivered an Amended and Restated Pledge and Security Agreement dated as of December 2, 2020 in favor of the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to enter into the Credit Agreement, each Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, (i) all of such Grantor’s right, title and interest in, to and under the Trademarks owned by such Grantor (including, without limitation, those items listed on Schedule A hereto), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill (collectively, the “Trademark Collateral”), and (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, to the Administrative Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give notice in writing to Administrative Agent in accordance with the terms of the Security Agreement with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting such Grantor's obligations under this Section, such Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

SECTION 5. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 7 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

SECTION 6. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, 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.

SECTION 8. Amended and Restated Agreement. Grantor acknowledges, agrees and understands that this Agreement is given in replacement of and in substitution for, that certain Trademark Security Agreement dated December 2, 2020 (as such agreement may have been reaffirmed, amended or modified from time to time, the "Existing Trademark Security Agreement"). This Agreement amends and restates, in its entirety, the Existing Trademark Security Agreement, the liens and security interest under which are continuing and subsisting on the terms and conditions set forth in this Agreement; the parties hereto agree and acknowledge that this Agreement is not intended to constitute, nor does it constitute, an interruption, suspension of continuity, satisfaction, discharge of prior duties, novation, or termination of the liens, security interests, indebtedness, loans, liabilities, expenses, or obligations under the Existing Trademark Security Agreement or under the Credit Agreement or any of the other Loan Documents (as defined in the Credit Agreement).

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS

GRAHAM CORPORATION, a Delaware corporation

By: Jeffrey Glajch

Name: Jeffrey Glajch

Title: Chief Financial Officer

GHM ACQUISITION CORP., a Delaware corporation

By: Jeffrey Glajch

Name: Jeffrey Glajch

Title: Chief Financial Officer and Secretary

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: _____

Name:

Title:

A&R Trademark Security Agreement (Graham)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

GRAHAM CORPORATION, a Delaware corporation

By: _____

Name: Jeffrey Glajch

Title: Chief Financial Officer

GHM ACQUISITION CORP., a Delaware corporation

By: _____

Name: Jeffrey Glajch

Title: Chief Financial Officer and Secretary

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent for the Lenders

By: Elizabeth A. Jordan

Name: Elizabeth A. Jordan




Title: Authorized Officer

SCHEDULE A


U.S. Trademark Registrations and Applications

1. Trademark Registrations

Owner of Record	Trademark	Registration Number	Registration Date	Jurisdiction
Graham Corporation	HELIFLOW	736590	12/01/2003	Benelux
Graham Corporation	HELIFLOW	TMA169350	05/22/1970	Canada
Graham Corporation	MICROMIX	TMA169351	05/22/1970	Canada
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 07): 	5288202	05/28/2009	China
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 35): 	5882305	02/14/2010	China
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 37): 	5288203	09/28/2009	China
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 40): 	5288204	09/28/2009	China
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 42): 	5288205	07/28/2009	China
Graham Corporation	GRAHAM VACUUM AND HEAT TRANSFER (and Design) (Class 07): 	5288206	04/21/2009	China

Owner of Record	Trademark	Registration Number	Registration Date	Jurisdiction
Graham Corporation	GRAHAM VACUUM AND HEAT TRANSFER (and Design) (Class 11): 	5882304	02/14/2010	China
Graham Corporation	GRAHAM VACUUM AND HEAT TRANSFER (and Design) (Class 37): 	5288207	09/28/2009	China
Graham Corporation	GRAHAM VACUUM AND HEAT TRANSFER (and Design) (Class 40): 	5288208	09/28/2009	China
Graham Corporation	GRAHAM VACUUM AND HEAT TRANSFER (and Design) (Class 42): 	5288209	07/28/2009	China
Graham Corporation	GVHT (Class 07)	5288210	04/21/2009	China
Graham Corporation	GVHT (Class 11)	5882574	11/28/2009	China
Graham Corporation	GVHT (Class 37)	5288211	10/21/2009	China
Graham Corporation	GVHT (Class 40)	5288186	09/28/2009	China
Graham Corporation	GVHT (Class 42)	5288187	07/28/2009	China
Graham Corporation	GRAHAM	000486845	02/16/2000	European Union
Graham Corporation	GRAHAM	004586467	11/27/2006	European Union

Owner of Record	Trademark	Registration Number	Registration Date	Jurisdiction
Graham Corporation	GRAHAM (and Design): 	000486852	02/09/2000	European Union
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design): 	005290275	08/23/2007	European Union
Graham Corporation	HELIFLOW	977506	10/11/1978	Germany
Graham Corporation	HELIFLOW	226805	01/08/2003	Ireland
Graham Corporation	GRAHAM	1623807	08/07/2017	India
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design): 	1381010	10/24/2016	India
Graham Corporation	GRAHAM	47973	05/14/2015	Kazakhstan
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 07): 	992949	07/17/2007	Mexico
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 11): 	1027534	02/28/2008	Mexico
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 37): 	971079	01/30/2007	Mexico
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) Class 40): 	971080	01/30/2007	Mexico

Owner of Record	Trademark	Registration Number	Registration Date	Jurisdiction
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design) (Class 42): 	971081	01/30/2007	Mexico
Graham Corporation	HELIFLOW	2320120	07/25/2003	United Kingdom
Graham Corporation	ENERGY STEEL A GRAHAM COMPANY EXCLUSIVELY NUCLEAR (and Design): 	5254091	08/02/2017	United States
Graham Corporation	GRAHAM	2113725	11/18/1997	United States
Graham Corporation	GRAHAM ENGINEERING ANSWERS (and Design): 	3339668	11/20/2007	United States
Graham Corporation	GRAHAM PRECISION PUMPS	2171065	07/07/1998	United States
Graham Corporation	GRAHAM VACUUM AND HEAT TRANSFER	2171070	07/07/1998	United States
Graham Corporation	HELIFLOW	2704853	04/08/2003	United States
Graham Corporation	MICROMIX	669905	11/18/1958	United States
Graham Corporation	SEALCOOL	2375893	08/08/2000	United States
Graham Corporation	VACADEMICS	2626331	09/24/2002	United States
Graham Corporation	VACWORKS	2296884	11/30/1999	United States

2. Trademark Applications

Owner of Record	Trademark	Serial Number	Filing Date	Jurisdiction
Graham Corporation	VACWORKSII	88/709107	11/27/2019	United States