TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM835921

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Dimensions Precision Machining, LLC		03/31/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Old National Bank	
Street Address:	8750 West Bryn Mawr Avenue	
Internal Address:	s: Suite 1300	
City:	Chicago	
State/Country:	ate/Country: ILLINOIS	
Postal Code:	Postal Code: 60631	
Entity Type: National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6506517	ND

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 2155695619

Email: pecsenye@blankrome.com

Timothy Pecsenye (KH 161807-01008) **Correspondent Name:**

Address Line 1: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	161807-01008
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	08/31/2023

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 31st day of March, 2023, this Trademark Collateral Agreement is made by NEW DIMENSIONS PRECISION MACHINING, LLC, a Delaware limited liability company ("Debtor") with its principal place of business and mailing address at 2021 Parkside Drive, Schaumburg, IL 60173, in favor of OLD NATIONAL BANK, a national banking association, with its mailing address at 8750 West Bryn Mawr Avenue, Suite 1300, Chicago, Illinois 60631, and its successors and assigns ("Secured Party").

WHEREAS, pursuant to the Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein that are not defined shall have the meaning given to such terms in the Loan Agreement) among the Debtor, the other Loan Parties from time to time party thereto and Secured Party, Secured Party has agreed to make loans and other extensions of credit available to the Debtor and the other Borrowers upon the terms and subject to the conditions set forth therein;

NOW, THEREFORE, in consideration of the premises to induce the Secured Party to make such loans and other extensions of credit to Debtor and the other Borrowers under the Loan Agreement, Debtor hereby agrees with Secured Party as follows:

Debtor hereby collaterally assigns, pledges and grants to Secured Party a continuing security interest in and to all of the right, title and interest of Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and
- (ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of any and all advances, debts, obligations and liabilities of the Debtor owing to Secured Party and its affiliates (if any) under the Loan Agreement and the other Loan Documents heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Debtor may be liable individually or

jointly with others, or whether recovery upon such debts, obligations and liabilities of the Debtor may be or hereafter becomes unenforceable (the "Obligations").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-to-Use Applications"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

Debtor does hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the collateral assignment, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Loan Documents providing for the grant of the lien on and security interest in the Debtor's property to secure the Obligations (the "Security Documents"), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NEW DIMENSIONS PRECISION MACHINING, LLC

[Signature Page to Trademark Collateral Agreement]

Accepted and agreed to as of the date and year last above written.

OLD NATIONAL BANK

Name: William A. Almond

Title: Senior Vice President

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)
	USA	New Dimensions	10/05/2021	6506517
		Precision		
		Machining,		
		LLC		

PENDING FEDERAL TRADEMARK APPLICATIONS

None.

Schedule A-1

Old National Bank/ Precision Machining Group Corporation Trademark Collateral Agreement (Version 2022.1)

RECORDED: 08/31/2023