

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anchor-Harvey Components, LLC		01/02/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Old National Bank		
Street Address:	8750 West Bryn Mawr Avenue		
Internal Address:	Suite 1300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	98062559	ANCHOR HARVEY	
Serial Number:	98065079	AH	
Serial Number:	98031764	AH	
Serial Number:	98079335	AH ANCHOR HARVEY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 161807-01008)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	161807-01008		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	01/02/2024		

OP \$115.00 98062559

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 2nd day of January, 2024, this Trademark Collateral Agreement is made by ANCHOR-HARVEY COMPONENTS, 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, as administrative agent for the lenders party to the Loan Agreement referred to below, 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 Amended and Restated 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, the financial institutions party thereto from time to time as lenders (the “*Lenders*”) and Secured Party, the Lenders have 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 Lenders 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, the Lenders and their 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.

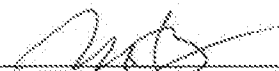
Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

Debtor does hereby further acknowledge and affirm 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]

ANCHOR-HARVEY COMPONENTS, LLC

By:  _____

Name: Manolis Karamouzis

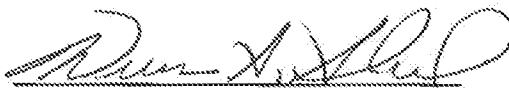
Title: Chief Financial Officer

[Signature Page to Trademark Collateral Assignment -- Anchor-Harvey]

TRADEMARK
REEL: 008305 FRAME: 0633

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

OLD NATIONAL BANK

By: 

Name: William A. Almond

Title: Senior Vice President

{Signature Page to Trademark Collateral Agreement}

Old National Bank/ Precision Machining Group, LLC
Trademark Collateral Agreement

TRADEMARK
REEL: 008305 FRAME: 0634

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

NONE.

PENDING FEDERAL TRADEMARK APPLICATIONS

COMPANY	COUNTRY OF REGISTRATION OR APPLICATION	MARK	Application/Serial Number	Application Date
Anchor-Harvey Components, LLC	United States	ANCHOR HARVEY	98062559	June 28, 2023
Anchor-Harvey Components, LLC	United States		98065079	June 29, 2023
Anchor-Harvey Components, LLC	United States		98031764	June 7, 2023
Anchor-Harvey Components, LLC	United States	 ANCHOR HARVEY	98079335	July 11, 2023

Schedule A-1

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

161807.01008/134003968v.4

RECORDED: 01/02/2024

**TRADEMARK
REEL: 008305 FRAME: 0635**