

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI50633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Artiflex Manufacturing, Inc.		02/22/2024	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, As Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7246552	ARTIFLEX EDGE DESIGN & INNOVATION ENGINEERING TOOLING AUTOMATION MANUFACTURING	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	3132233518		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Rebecca Papi		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	7-7738		
NAME OF SUBMITTER:	NELDA LEVINE		
SIGNATURE:	NELDA LEVINE		
DATE SIGNED:	02/26/2024		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is entered into as of February 22, 2024 by and between ARTIFLEX MANUFACTURING, INC., a Michigan corporation (the “Grantor”), and JPMORGAN CHASE BANK, N.A., as administrative agent for the lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. The Grantor, the Administrative Agent, the other loan parties party thereto and the lenders party thereto have entered into a Second Amended and Restated Credit Agreement dated as of February 22, 2024 (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. In connection with the Credit Agreement, the Grantor entered into that certain Second Amended and Restated Pledge and Security Agreement dated as of February 22, 2024 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement and the Security Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned, and granted to the Administrative Agent, a first-priority security interest in substantially all of the assets of such Grantor, including substantially all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, this Agreement.

AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, the Grantor hereby grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. The Grantor 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 Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Agreement attach to any (i) "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and, solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or render void or result in the cancellation of, any registration issued as a result of such "intent-to-use" trademark application under any applicable federal law, or (ii) any license that by its terms or by law, prohibits the assignment of, or the granting of a security interest over, the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

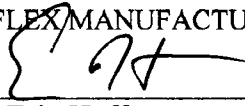
This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

GRANTOR:

ARTIFLEX MANUFACTURING, INC.

By:  _____

Name: Erin Hoffmann

Title: Chief Executive Officer and Secretary

JPMORGAN CHASE BANK, N.A., as Administrative
Agent


By: Michelle L. Montague
Name: Michelle L. Montague
Title: Vice President

Signature Page to Trademark Security Agreement (ArtiFlex)

TRADEMARK
REEL: 008353 FRAME: 0916

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

Mark	Application / Registration Number	Status	Goods and Services	Owner Name
	<p>App 97627485 Reg 7246552</p>	<p>Registered</p>	<p>INT. CL. 39 PACKAGING AUTOMOTIVE AND MOBILITY PRODUCTS TO THE ORDER AND SPECIFICATION OF OTHERS; WAREHOUSING OF AUTOMOTIVE AND MOBILITY PRODUCTS FOR OTHERS</p> <p>INT. CL. 40 MANUFACTURE OF AUTOMOTIVE BODY STRUCTURE COMPONENTS TO ORDER AND/OR SPECIFICATION OF OTHERS; MANUFACTURE OF STAMPED METAL PARTS FOR AUTOMOTIVE AND MOBILITY PRODUCTS TO ORDER AND/OR SPECIFICATION OF OTHERS; CUSTOM MANUFACTURING OF AUTOMOTIVE AND MOBILITY PRODUCTS, NAMELY, ASSEMBLY, WELDING RIVETING, HEM SEALING, MASTIC APPLICATION; CONTRACT MANUFACTURING FOR OTHERS OF AUTOMOTIVE AND MOBILITY PRODUCTS, NAMELY, CUTTING, HEMMING, IMMERSION WET COAT PAINT FINISHING USING ELECTRICAL CURRENT, AND PAINT DEPOSITION; MANUFACTURE OF AUTOMATED WELDING SYSTEMS, ALUMINUM EXTRUSION MACHINING EQUIPMENT, ALUMINUM EXTRUSION EQUIPMENT, AUTOMATED RIVETING EQUIPMENT, AUTOMATED METAL CLINCHING EQUIPMENT, AUTOMATED ROLLER HEMMING EQUIPMENT TO ORDER AND/OR SPECIFICATION OF OTHERS; MANUFACTURE OF ROBOTIC AND AUTOMATED EQUIPMENT CONTROLS TO ORDER AND/OR SPECIFICATION OF OTHERS, NAMELY, SOFTWARE, HARDWARE AND PROGRAMMABLE LOGIC CONTROLLERS CONTROLS FOR AND AS AN INTEGRAL PART OF AUTOMATED WELDING SYSTEMS, ALUMINUM EXTRUSION MACHINING EQUIPMENT, ALUMINUM EXTRUSION EQUIPMENT, AUTOMATED RIVETING EQUIPMENT, AUTOMATED METAL CLINCHING EQUIPMENT, AUTOMATED ROLLER HEMMING EQUIPMENT; THE MANUFACTURE FOR OTHERS TO</p>	<p>ARTIFLEX MANUFACTURING, LLC</p>

		<p>THEIR ORDER OF SPECIFICATION OF PRODUCTION TOOLING</p> <p>INT. CL. 42 ENGINEERING SERVICES IN THE FIELD OF SOLID MODEL DESIGN, DIE FACE SURFACING, BLANK OPTIMIZATION, DIE PROCESSING, DIE SHOE STRUCTURAL ANALYSIS, PART FORMABILITY ANALYSIS, DIE FORMING SIMULATION, DIE-FORMED PART SIMULATION, DIE PROTOTYPING, TOOL DIE PROTOTYPE DESIGN, TOOL DIE PROTOTYPING AND PREPARATION OF TOOL DIE SPECIFICATIONS</p>	
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