

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIR-WAY MANUFACTURING COMPANY		05/26/2016	Corporation: MICHIGAN
HYDRA-FLEX, INC.		05/26/2016	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	1300 E. NINTH STREET		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3116222	AIR-WAY	
Registration Number:	3038027	AW	
Registration Number:	3116223	AIR-WAY DIRECT	
Registration Number:	4941145	FLARE-O	
Registration Number:	4941144	HYDRA-FLEX	
Registration Number:	4941146	PATRIOT BRASS	
Serial Number:	86750878	AIR-WAY GLOBAL MANUFACTURING	
Serial Number:	86750860	HF	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<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:	313-223-3098		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	M. Katherine VanderVeen		
Address Line 1:	500 Woodward Ave.		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		

OP \$215.00 3116222

ATTORNEY DOCKET NUMBER:	7-4663
NAME OF SUBMITTER:	M. KATHERINE VANDERVEEN
SIGNATURE:	/M. KATHERINE VANDERVEEN/
DATE SIGNED:	06/01/2016
Total Attachments: 6 source=7-4663_Assignment#page1.tif source=7-4663_Assignment#page2.tif source=7-4663_Assignment#page3.tif source=7-4663_Assignment#page4.tif source=7-4663_Assignment#page5.tif source=7-4663_Assignment#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of May 26, 2016 by and among Air-Way Manufacturing Company, a Michigan corporation ("Air-Way"), and Hydra-Flex, Inc., a Michigan corporation ("Hydra-Flex") (each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., (the "Lender").

Recitals

A. The Grantors, the other Loan Parties party thereto, and the Lender are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Lender a security interest in substantially all of the personal property of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Trademarks (as defined in the Security Agreement), 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 Grantors are required to execute and deliver this Agreement to the Lender.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Lender, 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;
- (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");

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) 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 patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interests in the Trademark Collateral and the Patent 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement, as applicable.

This Agreement is shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Michigan.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Security Agreement as of the date first set forth above.

GRANTORS:

AIR-WAY MANUFACTURING COMPANY,
a Michigan corporation

By: 

Name: William G. Blank

Title: President of Finance and Marketing

HYDRA-FLEX, INC.,
a Michigan corporation

By: 

Name: William G. Blank

Title: Secretary/Treasurer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 005803 FRAME: 0259

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: Christopher Zawie

Title: Authorized Officer

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Air-Way Manufacturing	AIR-WAY	July 18, 2006	3116222
Air-Way Manufacturing	AW (Stylized)	January 3, 2006	3038027
Air-Way Manufacturing	AIR-WAY DIRECT	July 18, 2006	3116223
Air-Way Manufacturing	FLARE-O	April 19, 2016	4941145
Air-Way Manufacturing	HYDRA-FLEX	April 19, 2016	4941144
Air-Way Manufacturing	PATRIOT BRASS	April 19, 2016	4941146

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Air-Way Manufacturing	AIRWAY GLOBAL MANUFACTURING	September 9, 2015	86750878
Air-Way Manufacturing	HF (Stylized)	September 9, 2015	86750860

TRADEMARK LICENSES

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.

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