

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aero Hardware & Supply, Inc.		09/30/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3424 Peachtree Road		
Internal Address:	23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4763474	INDUSTRIAL GLOBAL SALES	
Registration Number:	4658809	PCA PNEUMATIC CONTROL & AUTOMATION	
Registration Number:	4302107	SUNRISE HOSE	
Registration Number:	3546055	HYDRAULIC SUPPLY COMPANY HSC	
CORRESPONDENCE DATA			
Fax Number:	6785532602		
<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:	(678) 553-2601		
Email:	jimmarl@gtlaw.com		
Correspondent Name:	LaShana C. Jimmar, Paralegal		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Road, NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	132425.011900		
NAME OF SUBMITTER:	LaShana C. Jimmar		
SIGNATURE:	/LaShana C. Jimmar/		
DATE SIGNED:	10/11/2016		

CH \$115.00 4763474

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made as of September 30, 2016, by and among Aero Hardware & Supply, Inc., a Florida corporation ("Borrower"), and JPMorgan Chase Bank, N.A. ("Lender") under the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Borrower and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection with the Credit Agreement, Borrower executed and delivered to Lender that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, Borrower has agreed to execute and deliver this Trademark Security Agreement in order to further evidence Borrower's grant of a security interest in all of the Trademark Collateral (as defined below) to Lender;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Borrower does hereby grant to Lender a continuing security interest in all of Borrower's right, title, and interest in and to all of the following (all of the following being herein collectively referred to as the "Trademark Collateral", but in any event excluding all intent to use trademark applications), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:

(a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all

income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

3. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower shall give notice to Lender in accordance with, and to the extent required by, Section 4.5(c) of the Security Agreement, with respect to any such new trademarks. Without limiting Borrower's obligations under this Section, Borrower hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Borrower. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

4. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 8.13 thereof.

5. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. **ALL OF THE PROVISIONS OF SECTION 8.09 OF THE CREDIT AGREEMENT SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT.** This Trademark Security Agreement shall be binding upon Borrower, and the trustees, receivers, successors and assigns of Borrower, including all successors in interest of Borrower in and to all or any part of the Trademark Collateral, and shall benefit Lender and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as

expressly set forth in Section 3, this Trademark Security Agreement may be amended or modified only with the written consent of each party hereto. So long as no Event of Default has occurred and is continuing, without the prior written consent of Borrower, Lender may not assign this Trademark Security Agreement or its rights and obligations hereunder other than in connection with, and to the same assignee pursuant to an assignment of its rights and obligations under the Credit Agreement, pursuant to the terms thereof. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.


BORROWER:

AERO HARDWARE & SUPPLY, INC.

By:

Name:

Title:


James H. Inglis
CEO

[AERO HARDWARE—TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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LENDER:

JPMORGAN CHASE BANK, N.A.

By: Frank Yeake

Name: Angela Leake

Title: Authorized Officer

[AERO HARDWARE—TRADEMARK SECURITY AGREEMENT]

ATL 21481246v1

TRADEMARK
REEL: 005898 FRAME: 0449

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark	Registration Date	Registration Number	Jurisdiction
INDUSTRIAL GLOBAL SALES plus Design	June 30, 2015	4763474	U.S.
PCA PNEUMATIC CONTROL & AUTOMATION plus Design	December 23, 2014	4658809	U.S.
SUNRISE HOSE	March 12, 2013	4302107	U.S.
HYDRAULIC SUPPLY COMPANY HSC plus Design	December 6, 2008	3546055	U.S.

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