

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optimas OE Solutions, LLC		06/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	50 S. 6th Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2043396	WHAT AMERICA NEEDS... IS A QUALITY SCORE	
Registration Number:	2113556	QSN Q.S.N. MANUFACTURING, INC. QUALITY S	
Registration Number:	1905290	Q	
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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	06/02/2015		
Total Attachments: 8			
source=Notes Trademark Security Agreement#page1.tif			
source=Notes Trademark Security Agreement#page2.tif			
source=Notes Trademark Security Agreement#page3.tif			

OP \$90.00 2043396

source=Notes Trademark Security Agreement#page4.tif
source=Notes Trademark Security Agreement#page5.tif
source=Notes Trademark Security Agreement#page6.tif
source=Notes Trademark Security Agreement#page7.tif
source=Notes Trademark Security Agreement#page8.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of June 1, 2015, by the undersigned (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of June 1, 2015 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Notes Security Agreement”), among OPTIMAS OE SOLUTIONS HOLDING, LLC, a Delaware limited liability company, OPTIMAS OE SOLUTIONS, INC., a Delaware corporation, THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Notes Collateral Agent.

WHEREAS, Grantor is required to execute and deliver to the Notes Collateral Agent this Trademark Security Agreement for the benefit of the Notes Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Notes Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Notes Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to the Notes Collateral Agent and its successors and assigns, for the benefit of the Notes Secured Parties, a continuing lien on and security interest in all of such Grantor’s right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an “intent to use” application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. NOTES SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Notes Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the liens on and security interests in the Trademark Collateral granted hereby are more fully set forth in the Notes Security Agreement, the terms and provisions of which are incorporated by reference herein as if

fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with the Notes Security Agreement, the provisions of the Notes Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in Section 10 of the Notes Security Agreement.

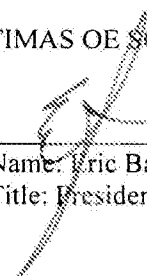
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Wilmington Trust, National Association, as Notes Collateral Agent, pursuant to this Trademark Security Agreement and the Notes Security Agreement in any Collateral, and the exercise of any right or remedy by Wilmington Trust, National Association, as Notes Collateral Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of each Intercreditor Agreement, to the extent such Intercreditor Agreement is in effect at any time, each as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of any Intercreditor Agreement in effect at such time and the terms of this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OPTIMAS OE SOLUTIONS, LLC

By: 
Name: Eric Baroyan
Title: President

[Signature Page to Notes Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Notes Collateral Agent

By: 

Name: Lynn M. Steiner

Title: Vice President

[Signature Page to Notes Trademark Security Agreement]

TRADEMARK
REEL: 005546 FRAME: 0107

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK APPLICATIONS AND REGISTRATIONS
(see attached)

Trademarks

Country	Mark	Service Mark (SM) or Trademark (TM)	Class I = Int'l	First Registration or Filing Date	Registration No. or Application No.	Comments
USA	What America Needs...Is a Quality Screw	TM	006	March 11, 1997	2,043,396	Registered
USA	QSN Q.S.N. Manufacturing, Inc. Quality Screw & Nut & Design	TM	006	Nov. 18, 1997	2,113,556	Registered
USA	Q (Stylized Form)	TM	006	July 18, 1995	1,905,290	Registered
Canada	Service Mark	SM	35	July 27, 2006	TMA 668,845	Registered

Domain names

optimas.asia	optimasoesolutions.com.br	gergen.de
optimas.ca	optimasoesolutions.ca	heyco.co.uk
optimas.hk	optimasoesolutions.cz	heyco.uk.com
optimas.co.in	optimasoesolutions.eu	mfu.it
optimas.in	optimasoesolutions.fr	pentacon.com
optimas.ie	optimasoesolutions.de	pentacon.us
optimas.cn	optimasoesolutions.hk	plasticscrews.co.uk
optimas.com.cn	optimasoesolutions.co.in	plastic-screws.co.uk
optimas.com.es	optimasoesolutions.in	plasticseals.co.uk
optimas.es	optimasoesolutions.ie	plastic-seals.co.uk
optimas.com.tw	optimasoesolutions.it	qsn.com
optimas.tw	optimasoesolutions.com.m	sofrasar.fr
optimas.co.uk	x	thevirtualengineer.co.uk
optimas.xxx	optimasoesolutions.mx	thevirtualengineer.com
optimasoe.info	optimasoesolutions.cn	waltershexasagon.com
optimasoe.net	optimasoesolutions.com.cn	yourpentacon.com
optimasoe.us	optimasoesolutions.com.es	Infast.com
optimasoe.asia	optimasoesolutions.es	
optimasoe.be	optimasoesolutions.com.tw	

optimasoe.com.br	optimasoesolutions.tw
optimasoe.ca	optimasoesolutions.co.uk
optimasoe.cz	optimasoesolutions.xxx
optimasoe.eu	optimassolutions.com
optimasoe.fr	optimassolutions.info
optimasoe.de	optimassolutions.net
optimasoe.hk	optimassolutions.us
optimasoe.co.in	optimas-oe-solutions.com
optimasoe.in	optimas-oe-solutions.info
optimasoe.ie	optimas-oe-solutions.net
optimasoe.it	optimas-oe-solutions.us
optimasoe.com.mx	optimas-oe.com
optimasoe.mx	optimas-oe.info
optimasoe.cn	optimas-oe.net
optimasoe.com.cn	optimas-oe.us
optimasoe.com.es	optimas-solutions.com
optimasoe.es	optimas-solutions.info
optimasoe.com.tw	optimas-solutions.net
optimasoe.tw	optimas-solutions.us
optimasoe.co.uk	optimascomponents.com
optimasoe.xxx	optimascomponents.com.c
optimasoesolutions.com	n
optimasoesolutions.info	optimascomponents.co.uk
optimasoesolutions.net	optimas-components.com
optimasoesolutions.us	optimas-components.co.uk
optimasoesolutions.asia	componentlogistics.com
optimasoesolutions.be	distributiondynamics.com