

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452225

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|---|---|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SHARP TOOLING SOLUTIONS, LLC | | 11/10/2017 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | TEXAS CAPITAL BANK, NATIONAL ASSOCIATION | | |
| Street Address: | 2000 MCKINNEY AVENUE, SUITE 700 | | |
| City: | DALLAS | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2304461 | PATCO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5124578008 | | |
| <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: | 512-457-8000 | | |
| Email: | ssterling@dbcllp.com | | |
| Correspondent Name: | DuBois, Bryant & Campbell, LLP | | |
| Address Line 1: | 303 Colorado, Suite 2300 | | |
| Address Line 4: | Austin, TEXAS 78701 | | |
| NAME OF SUBMITTER: | Stephanie R. Sterling | | |
| SIGNATURE: | /Stephanie R. Sterling/ | | |
| DATE SIGNED: | 11/27/2017 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 2304461

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Notice”), dated as November 10, 2017, is filed by SHARP TOOLING SOLUTIONS, LLC, a Michigan limited liability company (“Borrower”), to provide notice of a security interest held by TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of itself, its Affiliates, and as Administrative Agent for the Lenders defined below under the Credit Agreement defined below (“Secured Party”), in certain trademarks owned by Borrower.

1. Borrower owns the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (whether one or more, the “Trademarks”) and all goodwill of any business connected with the use of and symbolized thereby.

2. Borrower is party to, among other things, that certain (i) Credit Agreement dated as of the date hereof (as it may be amended, restated or modified from time to time, the “Credit Agreement”), by and among Borrowers, Secured Party, and each lender from time to time party thereto (each a “Lender” and collectively, “Lenders”), and (ii) Security Agreement dated as of the date hereof (as amended, amended and restated or otherwise modified from time to time, the “Security Agreement”) in favor of Secured Party, and each Lender. Capitalized terms used in this Notice but not defined shall have the meanings set forth in the Security Agreement.

3. Pursuant to the Security Agreement, Borrower granted to Secured Party, for the benefit of Lenders, a valid, continuing security interest in certain intellectual property owned or hereafter acquired by Borrower (collectively, the “Trademark Collateral”).

4. Borrower has agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to verify, confirm and evidence the security interest in the Trademark Collateral granted pursuant to the Security Agreement.

5. This Notice constitutes public notice of the grant and ongoing continuation of Secured Party’s security interest in and lien on Borrower’s right, title and interest in, to and under the Trademark Collateral.

6. Borrower hereby requests the PTO to file and record the same together with the annexed Schedule 1.

7. Borrower and Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement.

8. Borrower’s address for notice is c/o Mangrove Equity Partners, L.P., 101 S. Franklin Street, Suite 205, Tampa, FL 33602, Attention of J. Hunter Reichert.

9. Secured Party’s address for notice is Texas Capital Bank, National Association at its Principal Office at 2000 McKinney Avenue, Suite 700, Dallas, Texas 75201, Attention of Jeff Scott; with a copy to (ii) Texas Capital Bank, National Association at 98 San Jacinto Blvd, Suite 200, Austin, Texas 78701, Attention of Chris Wheeler.

10. THIS NOTICE SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CHOICE OF LAW RULES.

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The undersigned has caused this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered as of the date first above written.

SHARP TOOLING SOLUTIONS, LLC, a
Michigan limited liability company

By:



Name: Mark Danzi

Title: VP

SCHEDULE 1

Registered Trademarks

| Mark | Serial Number | Registration Number | Registration Date |
|--------------|----------------------|----------------------------|--------------------------|
| PATCO | 75143477 | 2304461 | December 28, 1999 |
| | | | |