

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470663

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spectrum Control, Inc.		04/20/2018	Corporation: PENNSYLVANIA
API/Inmet, Inc.		04/20/2018	Corporation: MICHIGAN
API/Weinschel, Inc.		04/20/2018	Corporation: DELAWARE
API Defense USA Inc.		04/20/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4100460	ICALIBER
Registration Number:	2076709	INMET
Registration Number:	2601531	PLANAR BLIND-MATE
Registration Number:	2449615	SMARTSTEP
Registration Number:	2092344	WEINSCHHEL
Registration Number:	1683689	PLANAR CROWN
Registration Number:	4097836	SMARTSTART
Registration Number:	4097837	SMART START
Registration Number:	1979434	QUIETSHIELD
Registration Number:	1290493	EBI MEDICAL SYSTEMS
Registration Number:	3818921	SAGE
Registration Number:	871207	SAGE
Registration Number:	3818920	SAGE LABORATORIES
Registration Number:	345645	
Registration Number:	2001409	NAIL-KNEAD
Registration Number:	1280696	EXECUCOMP

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Property Type	Number	Word Mark
Registration Number:	815375	WIRELINE
Registration Number:	1293891	DRAP
Registration Number:	1404920	BACK STAGE
Registration Number:	2001410	USADIRECT

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8518

Email: rebecca.dyson@kattenlaw.com

Correspondent Name: Rebecca Dyson C/O Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	04/20/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2018, is made by Spectrum Control, Inc., a Pennsylvania corporation ("Spectrum"), API Defense USA Inc., a Delaware corporation ("Defense"), API / Inmet, Inc., a Michigan corporation ("Spectrum"), and API / Weinschel, Inc., a Delaware corporation ("Weinschel") (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its registered Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

SPECTRUM CONTROL, INC.

as Grantor

By: 

Name: Glenn M. Shor

Title: Assistant Secretary

API / INMET, INC.

as Grantor

By: 

Name: Glenn M. Shor

Title: Assistant Secretary

API / WEINSCHL, INC.

as Grantor

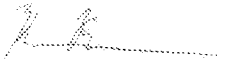
By: 

Name: Glenn M. Shor

Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 

Name: Kevin Mihelic
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Trademarks	Registration / Filing Date	Status	Registration / Serial No.	Jurisdiction
API / Inmet, Inc. ¹	ICALIBER and Design	February 21, 2012	Registered	4,100,460	United States
API / Inmet, Inc. ²	INMET	July 8, 1997	Registered	2076709	United States
API / Weinschel, Inc. ³	PLANAR BLIND-MATE	July 30, 2002	Registered	2601531	United States
API / Weinschel, Inc. ⁴	SMARTSTEP	May 8, 2001	Registered	2449615	United States
API / Weinschel, Inc. ⁵	WEINSCHEL	August 26, 1997	Registered	2092344	United States
API / Weinschel, Inc. ⁶	PLANAR CROWN	April 21, 1992	Registered	1683689	United States
Spectrum Control, Inc.	SMARTSTART	February 14, 2012	Registered	4,097,836	United States
Spectrum Control, Inc.	SMART START	February 14, 2012	Registered	4,097,837	United States
Spectrum Control, Inc.	QUIETSHIELD	June 11, 1996	Registered	1,979,434	United States
Spectrum Control, Inc.	SAGE	January 17, 1990	Registered	1290493	United States
Spectrum Control, Inc.	SAGE	July 13, 2010	Registered	3818921	United States
Spectrum Control, Inc.	SAGE	June 17, 1969	Registered	871207	United States

¹ Company of record is Aeroflex/Inmet, Inc.; Grantor to file name change amendment with USPTO to reflect owner as API / Inmet, Inc. on or about the date hereof.

² Company of record is Aeroflex/Inmet, Inc.; Grantor to file name change amendment with USPTO to reflect owner as API / Inmet, Inc. on or about the date hereof.

³ Company of record is Aeroflex/Weinschel, Inc.; Grantor to file name change amendment with USPTO to reflect owner as API / Weinschel, Inc. on or about the date hereof.

⁴ Company of record is Aeroflex/Weinschel, Inc.; Grantor to file name change amendment with USPTO to reflect owner as API / Weinschel, Inc. on or about the date hereof.

⁵ Company of record is Aeroflex/Weinschel, Inc.; Grantor to file name change amendment with USPTO to reflect owner as API / Weinschel, Inc. on or about the date hereof.

⁶ Company of record is Aeroflex/Weinschel, Inc.; Grantor to file name change amendment with USPTO to reflect owner as API / Weinschel, Inc. on or about the date hereof.

Grantor	Trademarks	Registration / Filing Date	Status	Registration / Serial No.	Jurisdiction
Spectrum Control, Inc.	SAGE LABORATORIES	July 13, 2010	Registered	3,818,920	United States
Spectrum Control, Inc.	WIRELIN	September 30, 1988	Registered	TMA345645	United States
Spectrum Control, Inc.	WIRELIN	November 20, 1987	Registered	2001409	United States
Spectrum Control, Inc.	WIRELIN	June 02, 1989	Registered	1280696	United States
Spectrum Control, Inc.	WIRELIN	September 20, 1966	Registered	815,375	United States
Spectrum Control, Inc.	WIREPAC	April 07, 1989	Registered	1293891	United States
Spectrum Control, Inc.	WIREPAC	July 22, 1986	Registered	1,401,920	United States
Spectrum Control, Inc.	WIREPACK	November 20, 1987	Registered	2001410	United States

2. TRADEMARK APPLICATIONS

None.