

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616054

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jonathan Manufacturing Corporation		12/22/2020	Corporation: DELAWARE
Electromet Corporation		12/22/2020	Corporation: MARYLAND
Isolation Dynamics Corporation		12/22/2020	Corporation: DELAWARE
Equipto Electronics Corporation		12/22/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bain Capital Credit, LP, as Collateral Agent
Street Address:	200 Clarendon Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2828262	JONATHAN ENGINEERED SOLUTIONS
Registration Number:	3707801	GKI
Registration Number:	3563202	IDC
Registration Number:	3563204	IDC
Registration Number:	1328210	EQUIPTO
Registration Number:	1001212	CHALLENGER

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

TRADEMARK

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 66478 / 238

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 12/22/2020

Total Attachments: 9

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This Agreement is subject to the terms of the Second Lien Intercreditor Agreement, dated December 22, 2020, among MidCap Financial Trust, as Representative for the First Lien Credit Agreement Secured Parties, for itself and the First Lien Credit Agreement Secured Parties, Bain Capital Credit, LP, as Representative for the Second Lien Credit Agreement Secured Parties, for itself and the Second Lien Credit Agreement Secured Parties, and each additional Second Priority Representative and Senior Representative that from time to time becomes a party thereto pursuant to Section 8.09 thereof and acknowledged by JLL JES Merger Sub, Inc., as Initial Borrower, Jonathan Acquisition Company, as Parent Borrower and the other Grantors referred to therein, as amended, modified or supplemented from time to time.

Second Lien Trademark Security Agreement

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of December 22, 2020, (this “**Agreement**”), among Jonathan Manufacturing Corporation, a Delaware corporation, Electromet Corporation, a Maryland corporation, Isolation Dynamics Corporation, a Delaware corporation, Equipto Electronics Corporation, a Delaware corporation (collectively, the “**Grantors**” and each, a “**Grantor**”) and BAIN CAPITAL CREDIT, LP, as Collateral Agent.

WHEREAS, JLL JES MERGER SUB, INC. (the “**Initial Borrower**”, which on the Closing Date merged with and into JONATHAN ACQUISITION COMPANY (the “**Company**”), with the Company surviving such merger as the “**Parent Borrower**”), JES ACQUISITION INTERMEDIATE, INC. (“**Holdings**”), the Lenders party thereto, BAIN CAPITAL CREDIT, LP, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”) and Collateral Agent, and the other parties from time to time party thereto have entered into the Second Lien Credit Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantors executed that Second Lien Security Agreement, dated as of December 22, 2020 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Initial Borrower, the Parent Borrower, Holdings, the other Subsidiary Parties named therein and Bain Capital Credit, LP, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”), pursuant to which each Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby 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.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND

CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


**JONATHAN MANUFACTURING
CORPORATION,**
as a Grantor

By: 
Name: Daniel Di Piazza
Title: Secretary

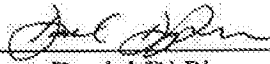
**ELECTROMET CORPORATION,
as a Grantor**

By: 
Name: Daniel Di Piazza
Title: Secretary

**ISOLATION DYNAMICS CORPORATION,
as a Grantor**

By: 
Name: Daniel Di Piazza
Title: Secretary

**EQUIPTO ELECTRONICS CORPORATION,
as a Grantor**

By: 
Name: Daniel Di Piazza
Title: Secretary

**BAIN CAPITAL CREDIT, LP,
as Collateral Agent**

DocuSigned by:



By: _____




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Name: Andrew S. Viens

Title: Managing Director & Global Head of Operations

Schedule I

United States Trademarks and Trademark Applications

Grantor	Trademark	Country / State	Application No. and/or Registration No.	Application Filing Date and/or Registration Date
Jonathan Manufacturing Corporation	Jonathan Engineered Solutions	U.S.	2828262	03/30/2004
Electromet Corporation	GKI	U.S.	3707801	11/10/2009
Isolation Dynamics Corporation	IDC (Design) 	U.S.	3563202	01/20/2009
Isolation Dynamics Corporation	IDC	U.S.	3563204	01/20/2009
Equipto Electronics Corporation	EQUIPTO (Design) 	U.S.	1328210	04/02/1985
Equipto Electronics Corporation	CHALLENGER (Design) 	U.S.	1001212	01/07/1975