

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSOLIDATED PRECISION PRODUCTS CORP.		12/01/2023	Corporation: DELAWARE
MAGPARTS		12/01/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HPS INVESTMENT PARTNERS, LLC, as Collateral Agent		
Street Address:	40 West 57th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0756686		
Registration Number:	5877171	CONSOLIDATED PRECISION PRODUCTS	
Registration Number:	5877172	CPP CONSOLIDATED PRECISION PRODUCTS	
Registration Number:	5877173	CPP CONSOLIDATED PRECISION PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	34408.00119		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	01/09/2024		

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Total Attachments: 6

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Execution Version

TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2023 (this "Agreement"), among CONSOLIDATED PRECISION PRODUCTS CORP., a Delaware corporation ("CPP"), MAGPARTS, a California corporation ("Magparts"), and together with CPP, the "Grantors" and each, a "Grantor"), and HPS INVESTMENT PARTNERS, LLC ("HPS"), as collateral agent (in such capacity, the "Collateral Agent").

Reference is hereby made to that certain Credit Agreement dated as of November 28, 2023 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") among WP CPP HOLDINGS II INC., a Delaware corporation ("Initial Holdings"), WP CPP HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), the lenders from time to time party thereto and HPS, as Administrative Agent and Collateral Agent, and that certain Collateral Agreement dated as of December 1, 2023 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Initial Holdings, the Borrower, the Grantors party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each of the Grantors is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and/or as consideration for Loans previously made, as applicable. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, each of the Grantors hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each of the Grantors 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

Consolidated Precision Products Corp., as Grantor

By: Alex Abel
Name: Alex Abel
Title: Chief Financial Officer

HPS Investment Partners, LLC, as Collateral Agent

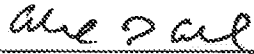
By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008311 FRAME: 0960

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

Magparts, as Grantor

By: 
Name: Alex Abel
Title: Chief Financial Officer

HPS Investment Partners, LLC, as Collateral Agent

By: 
Name:
Title:

[Signature Page to Trademark Security Agreement]

HPS INVESTMENT PARTNERS, LLC,
as Collateral Agent

By: Vali Shokrgozar
Name: Vali Shokrgozar
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

	Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner	Status
1.	US	Design Only	72150083	7/30/1962	0756686	9/17/1963	Magparts	Registered
2.	US	Consolidated Precision Products	87808184	2/23/2018	5,877,171	10/8/2019	Consolidated Precision Products Corp.	Registered
3.	US	CPP Consolidated Precision Products w/ Design	87808185	2/23/2018	5,877,172	10/8/2019	Consolidated Precision Products Corp.	Registered
4.	US	CPP Consolidated Precision Products w/ Design	87808187	2/23/2018	5,877,173	10/8/2019	Consolidated Precision Products Corp.	Registered