

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315657

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEM MANAGEMENT, INC.		08/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG		
Street Address:	7033 Louis Stephens Drive		
City:	Research Triangle Park		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 58			
Property Type	Number	Word Mark	
Registration Number:	4298838	AEROPEM	
Registration Number:	3690358	ATLAS	
Registration Number:	3000383	ATLAS	
Registration Number:	4296186	AUTOPEM	
Registration Number:	3822537	C.A.P.S.	
Registration Number:	4250883	MICROPEM	
Registration Number:	3424441	PE	
Registration Number:	4331371	PEM	
Registration Number:	3270807	PEM SP	
Registration Number:	3567528	PEMSERTER	
Registration Number:	2987853	PLUS+TITE	
Registration Number:	3002446	REELFAST	
Registration Number:	3341727	SPOTFAST	
Registration Number:	4037181		
Registration Number:	3404061		
Registration Number:	4326083		
Registration Number:	4293597		
Registration Number:	4007693		
Registration Number:	4489814	TACKPIN	
Registration Number:	1365248	PEMSERTER	
TRADEMARK			

OP \$1465.00 4298838

Property Type	Number	Word Mark
Registration Number:	2077226	
Registration Number:	1433571	PEMSERTER MICRO-MATE
Registration Number:	2209683	TRI-DENT
Registration Number:	1113034	PEM
Registration Number:	2224737	R' ANGLE
Registration Number:	0889244	PEM
Registration Number:	2328588	SERIES 2000
Registration Number:	0732947	PEM
Registration Number:	1092108	PEM
Registration Number:	0781236	PEMHEX
Registration Number:	1043967	PEM
Registration Number:	1403759	PEM
Registration Number:	1418142	SNAP-TOP
Registration Number:	1400893	
Registration Number:	2101220	AUTOSPEC
Registration Number:	1449270	BUSBAR
Registration Number:	1443853	KEYHOLE
Registration Number:	1444862	PEM 300
Registration Number:	2028457	
Registration Number:	1449260	
Registration Number:	1089546	
Registration Number:	2299678	SERIES 4
Registration Number:	1553448	SI
Registration Number:	1141998	
Registration Number:	0883650	PEMSERT
Registration Number:	1177822	PEM
Registration Number:	1669135	STICKSCREW
Registration Number:	2485933	STICKSHOOTER
Registration Number:	2620717	LIGHTSTREAM
Registration Number:	2574415	MAX TITE
Registration Number:	0937397	PEMFLEX
Registration Number:	0928124	PENN ENGINEERING
Registration Number:	2602193	SPIN TITE
Registration Number:	2557318	TY-D
Registration Number:	2758505	PEM
Serial Number:	86079275	PENNTOOL
Serial Number:	86276609	PENNTOOL GROUP
Serial Number:	86276624	TACKSERT

CORRESPONDENCE DATA**Fax Number:** 7147558290*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:** 714-540-1235**Email:** ipdocket@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 650 Town Center Drive, Suite 2000**Address Line 4:** Costa Mesa, CALIFORNIA 92626**ATTORNEY DOCKET NUMBER:** 030786-0631**NAME OF SUBMITTER:** Anna T Kwan**SIGNATURE:** /atk/**DATE SIGNED:** 08/29/2014**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 29, 2014 (this "Agreement"), is made by each of the signatories hereto indicated as a Grantor (each, a "Grantor" and, collectively, the "Grantors") in favor of Credit Suisse AG, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement dated as of August 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Penn Engineering & Manufacturing Corp., a Delaware corporation (the "U.S. Borrower"), PEG GmbH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) (the "German Borrower"), PennEngineering Fastening Technologies (Europe) Limited, a company incorporated in Ireland (the "Irish Borrower" and, together with the U.S. Borrower and the German Borrower, the "Borrowers"), the Lenders party thereto and the Administrative Agent and the other agents named therein, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extension of credit to the Borrowers under the Credit Agreement, the Grantors entered into a Security Agreement dated as of August 29, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms.

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest.

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and 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") as collateral

security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm 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 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

PEM MANAGEMENT, INC.,
as Grantor

By: 

Name: John M. Morrash

Title: Vice President and Chief Financial Officer

STATE OF PENNSYLVANIA)

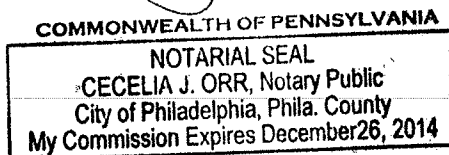
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ss.

COUNTY OF PHILADELPHIA)


On this 27th day of August, 2014 before me personally appeared John ^{u-}D. Morrash, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of PEM Management, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public











Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Agent

By: 
Name: Michael Spaight
Title: Authorized Signatory


By: 
Name: Lingzi Huang
Title: Authorized Signatory

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
AEROPEM	85353817 23-JUN-2011	4298838 05-MAR-2013	Registered	PEM Management, Inc.
ATLAS 	77520391 11-JUL-2008	3690358 29-SEP-2009	Registered	PEM Management, Inc.
ATLAS	76607545 18-AUG-2004	3000383 27-SEP-2005	Registered	PEM Management, Inc.
AUTOPEM	85353802 23-JUN-2011	4296186 26-FEB-2013	Registered	PEM Management, Inc.
AUTOSPEC	75146602 07-AUG-1996	2101220 30-SEP-1997	Renewed in 2007	PEM Management, Inc.
BUSBAR	73633800 04-DEC-1986	1449270 28-JUL-1987	Renewed in 2007	PEM Management, Inc.
C.A.P.S.	77564916 08-SEP-2008	3822537 20-JUL-2010	Registered	PEM Management, Inc.
Design Only 	73601944 02-JUN-1986	1449260 28-JUL-1987	Renewed in 2007 Section 2(F)	PEM Management, Inc.
Design Only  	73069356 17-NOV-1975	1089546 18-APR-1978	Renewed in 2008 Section 2(F)	PEM Management, Inc.
Design Only 	73513264 12-DEC-1984	1400893 15-JUL-1986	Renewed in 2006 Section 2(F)	PEM Management, Inc.
Design Only 	75095880 29-APR-1996	2077226 08-JUL-1997	Renewed in 2007 Section 2(F)	PEM Management, Inc.
Design Only 	74732761 22-SEP-1995	2028457 07-JAN-1997	Renewed in 2007 Section 2(F)	PEM Management, Inc.
Design Only 	73169675 08-MAY-1978	1141998 02-DEC-1980	Renewed in 2010	PEM Management, Inc.

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
Design Only 	85605058 23-APR-2012	4326083 23-APR-2013	Registered Supplemental Register	PEM Management, Inc.
Design Only 	85516152 13-JAN-2012	4293597 19-FEB-2013	Registered Supplemental Register	PEM Management, Inc.
Design Only 	85066645 18-JUN-2010	4037181 11-OCT-2011	Registered Section 2(F)	PEM Management, Inc.
Design Only 	77372800 16-JAN-2008	4007693 02-AUG-2011	Registered Supplemental Register	PEM Management, Inc.
Design Only 	76678765 27-JUN-2007	3404061 01-APR-2008	Registered Section 2(F)	PEM Management, Inc.
KEYHOLE	73630260 14-NOV-1986	1443853 23-JUN-1987	Renewed in 2007	PEM Management, Inc.
LIGHTSTREAM	76275572 25-JUN-2001	2620717 17-SEP-2002	Renewed in 2012	PEM Management, Inc.
MAX TITE	76072961 19-JUN-2000	2574415 28-MAY-2002	Renewed in 2012	PEM Management, Inc.
MICROPEM	85353812 23-JUN-2011	4250883 27-NOV-2012	Registered	PEM Management, Inc.
PE 	78833321 09-MAR-2006	3424441 06-MAY-2008	Registered	PEM Management, Inc.
PEM 	73115923 15-FEB-1977	1092108 30-MAY-1978	Renewed in 200	PEM Management, Inc.
PEM 	73065985 15-OCT-1975	1043967 20-JUL-1976	Renewed in 2006	PEM Management, Inc.
PEM	72125762 10-AUG-1961	0732947 19-JUN-1962	Renewed in 2012	PEM Management, Inc.
PEM	73284774 31-OCT-1980	1177822 17-NOV-1981	Renewed in 2011	PEM Management, Inc.

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
PEM 	72331935 07-JUL-1969	0889244 14-APR-1970	Renewed in 2010	PEM Management, Inc.
PEM 	73115922 15-FEB-1977	1113034 13-FEB-1979	Renewed in 2009	PEM Management, Inc.
PEM F e	73574433 20-DEC-1985	1403759 05-AUG-1986	Renewed in 2006	PEM Management, Inc.
PEM	76442887 22-AUG-2002	2758505 02-SEP-2003	Renewed in 2013	PEM Management, Inc.
PEM 	85711828 24-AUG-2012	4331371 07-MAY-2013	Registered	PEM Management, Inc.
PEM 300	73621080 22-SEP-1986	1444862 30-JUN-1987	Renewed in 2007	PEM Management, Inc.
PEM S.E.T.	86059409 09-SEP-2013		Pending Intent To Use	PEM Management, Inc.
PEM SH	86333744 10-JUL-2014		Pending Intent To Use	PEM Management, Inc.
PEM SH 	86333699 10-JUL-2014		Pending Intent To Use	PEM Management, Inc.
PEM SP e e d s	76665892 12-SEP-2006	3270807 31-JUL-2007	Registered	PEM Management, Inc.
PEM VM	86334831 11-JUL-2014		Pending Intent To Use	PEM Management, Inc.
PEMFLEX	72402929 16-SEP-1971	0937397 11-JUL-1972	Renewed in 2012	PEM Management, Inc.
PEMHEX	72188140 06-MAR-1964	0781236 08-DEC-1964	Renewed in 2004	PEM Management, Inc.
PEMSERT	72316463 14-JAN-1969	0883650 06-JAN-1970	Renewed in 2010	PEM Management, Inc.
PEMSERTER	73534602 29-APR-1985	1365248 15-OCT-1985	Renewed in 2005	PEM Management, Inc.
PEMSERTER 	77505432 23-JUN-2008	3567528 27-JAN-2009	Registered	PEM Management, Inc.
PEMSERTER	73605598	1433571	Renewed in 2007	PEM Management, Inc.

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
MICRO-MATE	23-JUN-1986	24-MAR-1987		
PENN ENGINEERING	72396762 08-JUL-1971	0928124 01-FEB-1972	Renewed in 2012	PEM Management, Inc.
PENNTOOL	86079275 01-OCT- 2013		Pending	PEM Management, Inc.
PENNTOOL GROUP 	86276609 09-MAY- 2014		Pending	PEM Management, Inc.
PLUS+TITE	76550567 22-SEP-2003	2987853 23-AUG-2005	Registered	PEM Management, Inc.
R' ANGLE	75264367 26-MAR- 1997	2224737 16-FEB-1999	Renewed in 2009	PEM Management, Inc.
REELFAST	76590642 03-MAY- 2004	3002446 27-SEP-2005	Registered	PEM Management, Inc.
SERIES 2000	75589247 16-NOV- 1998	2328588 14-MAR-2000	Renewed in 2010	PEM Management, Inc.
SERIES 4	75525496 27-JUL-1998	2299678 14-DEC-1999	Renewed in 2009	PEM Management, Inc.
SI	73691608 26-OCT- 1987	1553448 29-AUG-1989	Renewed in 2009	PEM Management, Inc.
SNAP-TOP	73574383 20-DEC- 1985	1418142 25-NOV-1986	Renewed in 2006	PEM Management, Inc.
SPIN TITE	76072959 19-JUN-2000	2602193 30-JUL-2002	Renewed in 2012	PEM Management, Inc.
SPOTFAST	78833354 09-MAR- 2006	3341727 20-NOV-2007	Registered	PEM Management, Inc.
STICKSCREW	74094919 06-SEP-1990	1669135 24-DEC-1991	Renewed in 2011	PEM Management, Inc.
STICKSHOOTER	75764428 30-JUL-1999	2485933 04-SEP-2001	Renewed in 2011	PEM Management, Inc.
TACKPIN	85973152 28-JUN-2013	4489814 25-FEB-2014	Registered supplemental register	PEM Management, Inc.
TACKSERT	86276624 09-MAY- 2014		Pending	PEM Management, Inc.
TRI-DENT	75263915 26-MAR- 1997	2209683 08-DEC-1998	Renewed in 2008	PEM Management, Inc.
TY-D	76153609 26-OCT- 2000	2557318 02-APR-2002	Renewed in 2012	PEM Management, Inc.

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
VARIMOUNT	86334354 11-JUL-2014		Pending Intent To Use	PEM Management, Inc.

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RECORDED: 08/29/2014

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