

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325189

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
E.J. Brooks Company		11/21/2014	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	1800 Century Park East, Suite 1120		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4013023	TY LOC	
<b>Registration Number:</b>	3558128		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4157735759		
<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>			
<b>Phone:</b>	4157735921		
<b>Email:</b>	tgore@orrick.com		
<b>Correspondent Name:</b>	Zachary S. Finley		
<b>Address Line 1:</b>	The Orrick Building, 405 Howard Street		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	1696.453		
<b>NAME OF SUBMITTER:</b>	Zachary S. Finley		
<b>SIGNATURE:</b>	/Zachary S. Finley/		
<b>DATE SIGNED:</b>	12/04/2014		
<b>Total Attachments: 4</b>			
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TRADEMARK



## **GRANT OF SECURITY INTEREST**

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 21, 2014, is made by E.J. BROOKS COMPANY (as successor by merger to Brammall, Inc.), a New Jersey corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (as defined in the below-described Security Agreement) (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tyden Group Holdings Corp., Brammall, Inc., Telesis Technologies, Inc., TB Acquisition Corp., E.J. Brooks Company, Ekstrom Industries, Inc., Meter Devices Company, Inc., E.J. Brooks (India), Inc. and Trans Guard Industries, Inc., as the Borrowers, the Lenders and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties (as defined in the Credit Agreement) may, from time to time, enter into Lender Rate Contracts (as defined in the Credit Agreement) with one or more of the Borrowers or provide Lender Bank Products (as defined in the Credit Agreement) to one or more of the Borrowers.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office or an equivalent office or registry in foreign countries or jurisdictions outside the United States, as specified (collectively, the "Scheduled Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, convey, mortgage, pledge, grant, hypothecate and transfer to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all trademarks, trade names, trade styles and service marks, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any Governmental Authority outside of the United States, all whether now owned or hereafter acquired by such Grantor, including the Scheduled Trademarks, and all proceeds thereof,

including any and all causes of action which may exist by reason of infringement thereof, (ii) all reissues, extensions or renewals thereof and all licenses thereof, and (iii) all goodwill of such Grantor's business symbolized by such trademarks and all customer lists and other records of such Grantor relating to the distribution of products or provision of services bearing or covered by such trademarks (the "Collateral") to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

Notwithstanding the foregoing, the security interest created by this Grant of Security Interest shall not extend to any applications for trademarks or service marks filed in the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in commerce is submitted to the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby 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 irreconcilable conflict between the terms of this Grant of Security Interest and the Security Agreement, the terms of the Security Agreement shall govern.

The Collateral Agent's address is:

Wells Fargo Bank, National Association  
1800 Century Park East, Suite 1120  
Los Angeles, CA 90067  
Attention: Luke Harbinson  
Tel. No. (310) 789-5029  
E-mail: [luke.harbinson@wellsfargo.com](mailto:luke.harbinson@wellsfargo.com)

This Grant of Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**E.J. BROOKS COMPANY**(as successor by merger to Brammall, Inc.),

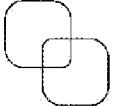
By: John Apollaro  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature Page to Grant of Security Interest (Trademarks) – E.J. Brooks Company

**TRADEMARK**  
**REEL: 005413 FRAME: 0946**

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Registration No.	Registration Date
TY LOC	4,013,023	08/16/11
	3,558,128	01/06/09

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

\_\_\_\_\_ Mark \_\_\_\_\_ Application Date \_\_\_\_\_ Application No.