

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIBRATION MOUNTINGS & CONTROLS, INC.		05/07/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	555 Montgomery Street, 10th Fl.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3357310	DURULENE	
Registration Number:	3452960	DURULENE	
Registration Number:	0706599	KORFUND	
Registration Number:	1053205	KORFUND	
Registration Number:	2943345	KORFUND	
Registration Number:	0706598	KORFUND	
Registration Number:	3795011	TELECURB	
Registration Number:	3443637	THE POWER OF TOGETHER	
Registration Number:	3443635	THE VMC GROUP	
Registration Number:	3478499	VMC	
Registration Number:	3443636	VMC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	973-443-3572		
Email:	ameliom@gtlaw.com		
Correspondent Name:	Joseph Agostino		
Address Line 1:	200 Park Avenue		

CH \$290.00 3357310

Address Line 4:	Florham Park, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	148986.011800
NAME OF SUBMITTER:	Joseph Agostino
SIGNATURE:	/Joseph Agostino/
DATE SIGNED:	05/15/2015
Total Attachments: 4 source=EXECUTED - Trademark Security Agreement (3)#page1.tif source=EXECUTED - Trademark Security Agreement (3)#page2.tif source=EXECUTED - Trademark Security Agreement (3)#page3.tif source=EXECUTED - Trademark Security Agreement (3)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*" dated May 7, 2015, is made by **VIBRATION MOUNTINGS & CONTROLS, INC.**, a New Jersey corporation (the "*Grantor*"), in favor of EAST WEST BANK, a California bank located at 555 Montgomery Street, 10th floor, San Francisco, California 94111 (the "*Lender*").

WHEREAS, the Grantor owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor and the Lender are parties to a Credit Agreement of even date herewith (as the same maybe amended from time to time, the "*Credit Agreement*");

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended from time to time, the "*Security Agreement*"), among the Grantor and the Subsidiaries of the Grantor from time to time party thereto, as debtors, and the Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the "*Grantee*"), the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Intellectual Property (as defined in the Security Agreement), whether currently existing or hereafter arising or acquired, including without limitation all trademarks and registrations thereof and all trademark licenses, together with the goodwill of the business symbolized by such trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Trademark Collateral*"), whether currently existing or hereafter arising or acquired:

(i) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business

connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(ii) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and


(iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration including, without limitation, any trademark or trademark registration referred to in Schedule 1 annexed hereto, and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

[Signature Page Follows]

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

VIBRATION MOUNTINGS & CONTROLS,
INC.

By: 
Name: John Wilson, Jr.
Title: Chief Executive Officer

[Signature Page to VMC Trademark Security Agreement]

TRADEMARK
REEL: 005517 FRAME: 0318

**Schedule 1
to
Trademark Security Agreement
Dated as of May 7, 2015**

U.S. TRADEMARK REGISTRATIONS

<u>Registration Number</u>	<u>Date of Registration</u>	<u>Description</u>
3,357,310	12/18/2007	DURULENE
3,452,960	06/24/2008	DURULENE
706,599	11/01/1960	KORFUND
1,053,205	11/23/1976	KORFUND
2,943,345	04/26/2005	KORFUND
706,598	11/01/1960	KORFUND & Des.
3,795,011	05/25/2010	TELECURB
3,443,637	06/10/2008	THE POWER OF TOGETHER
3,443,635	06/10/2008	THE VMC GROUP
3,478,499	08/05/2008	VMC (stylized)
3,443,636	06/10/2008	VMC (logo)

TRADEMARK LICENSES

None

TRADEMARK APPLICATIONS

None