

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mayville Engineering Company Inc.		04/25/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1525 West W.T. Harris Blvd.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5304914	MEC	
Registration Number:	1638893	MEC	
Registration Number:	5267605	MEC MARKSMAN	
Registration Number:	4585888	EXPERIENCE YOU CAN TRUST	
CORRESPONDENCE DATA			
Fax Number:	4149788675		
<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:	414 277 5675		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	411 East Wisconsin Avenue		
Address Line 2:	Quarles & Brady LLP		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	943000.01323		
NAME OF SUBMITTER:	Marta S. Levine		
SIGNATURE:	/MartaLevine/		
DATE SIGNED:	05/08/2018		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of May 2, 2018 by and between MAYVILLE ENGINEERING COMPANY, INC., a Wisconsin corporation (the "Grantor"), having its chief executive office at 715 South Street, Mayville, Wisconsin 53050, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, Center Manufacturing Holdings, Inc., a Delaware corporation ("CMH"), Center Manufacturing, Inc., a Delaware corporation ("Center"), Center - Moeller Products LLC, a Delaware limited liability company ("Moeller" and together with the Grantor, Center and CMH, individually, a "Borrower" and collectively, the "Borrowers"), the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties (including, without limitation, the Grantor) in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

Provided, however, that the security interests granted herein shall not extend to any Trademark License or any rights thereunder where Grantor is a licensee to the extent that the granting of a security interest therein would, under the express terms of such license, be prohibited or restricted or result in a breach of the terms of, constitute a default under, or result in a termination of any such license or any related agreement, unless (x) such prohibition or restriction is not enforceable or is otherwise ineffective under Applicable Law or (y) consent to such security interest has been obtained from any applicable third party.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

Agreed and Accepted as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

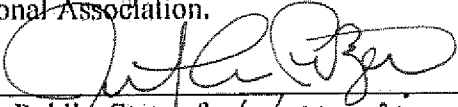
By: 
Name: Thomas J. Smith
Title: Vice President

STATE OF Wisconsin)
COUNTY OF Milwaukee) SS

This instrument was acknowledged before me on April 24th, 2018, by Thomas J. Smith as Vice President of Wells Fargo Bank, National Association.

[Seal]




Notary Public, State of Wisconsin
My commission expires: 04/18/2021

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Applicant</u>	<u>Filing Date</u>	<u>Date of First Use</u>
	74045125	Mayville Engineering Company, Inc.	04/02/1990	1958
EXPERIENCE YOU CAN TRUST	86024518	Mayville Engineering Company, Inc.	07/31/2013	9/13/2013
MEC	87193353	Mayville Engineering Company, Inc.	10/05/2016	6/1/1947
MEC MARKSMAN	87173353	Mayville Engineering Company, Inc.	09/16/2016	9/30/2016

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.