

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PACIFIC AEROSPACE & ELECTRONICS, LLC	FORMERLY Pacific Aerospace & Electronics, Inc.	02/22/2019	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT		
Street Address:	500 WEST MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1998984	HERMETIC ADVANTAGE	
Registration Number:	3488733	JUNIOR-D	
Registration Number:	3576279	LWP	
Registration Number:	3576280	LLWP	
Registration Number:	3717548	KRYOFLEX	
Registration Number:	3816192	PA&E	
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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-00575		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		

CH \$165.00 1998984

DATE SIGNED:	02/22/2019
---------------------	------------

Total Attachments: 5

source=Red Mustang - First Lien - IPSA - Trademark Security Agt (Feb-22-19)#page1.tif

source=Red Mustang - First Lien - IPSA - Trademark Security Agt (Feb-22-19)#page2.tif

source=Red Mustang - First Lien - IPSA - Trademark Security Agt (Feb-22-19)#page3.tif

source=Red Mustang - First Lien - IPSA - Trademark Security Agt (Feb-22-19)#page4.tif

source=Red Mustang - First Lien - IPSA - Trademark Security Agt (Feb-22-19)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by each of the entities listed on the signature pages hereof as a “Grantor” (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as the administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 22, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among WCI-HSG Purchaser, Inc., a Delaware corporation (the “Borrower”), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the L/C Issuers from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and Antares Capital, as the Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of February 22, 2019, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the parties hereto acknowledge that the security interest and Liens granted to the Administrative Agent herein for the benefit of the Secured Parties and the rights, remedies, duties and obligations provided for herein are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Trademark Security Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

Section 7. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantors, promptly execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

PACIFIC AEROSPACE & ELECTRONICS, LLC,
a Washington limited liability company (Formerly known as
Pacific Aerospace & Electronics, Inc.)

By: 
Name: William Sommers
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement.

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as the Administrative Agent

Joshua Becker

By: _____
Name: Joshua Becker
Title: Duly Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006570 FRAME: 0168

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Jurisdiction</u>	<u>Owner of Record</u>
HERMETIC ADVANTAGE	September 10, 1996	1998984	U.S.	Pacific Aerospace & Electronics, Inc.
JUNIOR-D	August 19, 2008	3488733	U.S.	Pacific Aerospace & Electronics, Inc.
LWP	February 17, 2009	3576279	U.S.	Pacific Aerospace & Electronics, Inc.
LLWP	February 17, 2009	3576280	U.S.	Pacific Aerospace & Electronics, Inc.
KRYOFLEX	December 1, 2009	3717548	U.S.	Pacific Aerospace & Electronics, Inc.
PA&E	July 13, 2010	3816192	U.S.	Pacific Aerospace & Electronics, Inc.

2. TRADEMARK APPLICATIONS

None.