

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549594

| | | | |
|-----------------------------------|--|--|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| E.J. Brooks Company | | 11/14/2019 | Corporation: NEW JERSEY |
| Telesis Technologies, Inc. | | 11/14/2019 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank, as Administrative Agent | | |
| Street Address: | 303 Peachtree Street, N.E., 25th Floor | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30308 | | |
| Entity Type: | Corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 45 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5280769 | TYDENBROOKS | |
| Registration Number: | 4835864 | KRATEUS | |
| Registration Number: | 4538695 | FLEXSECURE | |
| Registration Number: | 4261840 | BROOKS KP | |
| Registration Number: | 4013023 | TY LOC | |
| Registration Number: | 3927605 | TYDENBROOKS SECURITY PRODUCTS GROUP | |
| Registration Number: | 3927602 | TYDENBROOKS | |
| Registration Number: | 3927599 | TYDENBROOKS LEADING THE WAY SECURING THE | |
| Registration Number: | 3726369 | SAFE-T-GUARD | |
| Registration Number: | 3726368 | FLASHSENTRY | |
| Registration Number: | 3723229 | ELECTRAK | |
| Registration Number: | 3661820 | VISIBILITY IS SECURITY | |
| Registration Number: | 3225757 | BROOKS | |
| Registration Number: | 3216635 | LASER TAG | |
| Registration Number: | 3139426 | SURGE GUARD | |
| Registration Number: | 3133847 | SNAP2 | |
| Registration Number: | 2917650 | OPTI-LOCK | |
| Registration Number: | 2658810 | RING-PULL | |

OP \$1140.00 5280769

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 2617969 | SPRING-AIR |
| Registration Number: | 2225524 | HANDI-RING |
| Registration Number: | 2142135 | EKSTROM |
| Registration Number: | 2123167 | SECURE-PULLE |
| Registration Number: | 2115730 | SECURE-GRIP |
| Registration Number: | 1857478 | E Z LOC |
| Registration Number: | 1694428 | ROTO-SEAL |
| Registration Number: | 1602328 | RING-LOC SEAL |
| Registration Number: | 1600872 | ENDURO SEAL |
| Registration Number: | 1560934 | SPRING-LOK |
| Registration Number: | 1529319 | ROD LOK |
| Registration Number: | 1489011 | GUARD-LOCK |
| Registration Number: | 1450823 | SECUR-HASP II |
| Registration Number: | 1289791 | CONE LOC SEAL |
| Registration Number: | 1200445 | PULL-TITE |
| Registration Number: | 1075959 | POLY-LOK |
| Registration Number: | 0755014 | TYDEN |
| Registration Number: | 0680909 | PRESTIGE |
| Registration Number: | 0647064 | GRIPLOCK |
| Registration Number: | 2358681 | TELESCRIBE |
| Registration Number: | 2347688 | BENCHMARK |
| Registration Number: | 2336429 | MERLIN |
| Registration Number: | 1565540 | TELESIS |
| Registration Number: | 1282284 | TELESIS |
| Registration Number: | 1282172 | PINSTAMP |
| Serial Number: | 88114376 | GEOBOLT |
| Serial Number: | 88114368 | GEOBOLT |

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER: 410643.000337

| | |
|---|------------------|
| NAME OF SUBMITTER: | John Slaughter |
| SIGNATURE: | /john slaughter/ |
| DATE SIGNED: | 11/15/2019 |
| Total Attachments: 7 source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page1.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page2.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page3.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page4.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page5.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page6.tif source=TSA from E.J. Brooks Company & Telesis Technologies, Inc. to SunTrust Bank, as AA#page7.tif | |

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2019 (this "Trademark Security Agreement"), is granted by each of E.J. Brooks Company, a New Jersey corporation ("E.J. Brooks"), and Telesis Technologies, Inc., an Ohio corporation ("Telesis", and together with E.J. Brooks, the "Obligors"; and each, an "Obligor"), in favor of SunTrust Bank, in its capacity as Administrative Agent pursuant to that certain Credit Agreement, dated as of November 14, 2019 (as amended, restated, amended and restated, supplemented, increased, extended, refinanced, replaced, and/or otherwise modified in writing from time to time, the "Credit Agreement"), by and among Tyden Group Holdings Corp., a Delaware corporation (the "Parent Borrower"), Telesis, E.J. Brooks, and Stoffel Properties Corporation, a New York corporation ("Stoffel", and together with the Parent Borrower, Telesis and E.J. Brooks, the "Borrowers"; and each, a "Borrower"), the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and SunTrust Bank, in its capacities as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), Swing Line Lender and an L/C Issuer.

WITNESSETH:

WHEREAS, the Obligors are party to that certain Security and Pledge Agreement, dated of even date herewith (the "Security Agreement"), in favor of the Administrative Agent, pursuant to which the Obligors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country, or any political subdivision thereof, or otherwise; and (b) all renewals thereof.

SECTION 2. Grant of Security Interest in Trademark Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Obligor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of such Obligor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Obligor, including, without limitation, the registered and applied-for Trademarks of such Obligor listed on Schedule I attached hereto or Schedule II attached hereto, as applicable; and

(b) to the extent not covered by clause (a), all Accessions and all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The continuing security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the continuing security interest granted to the

Administrative Agent pursuant to the Security Agreement, and the Obligors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the continuing security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall remain in full force and effect until the Facility Termination Date, at which time, this Agreement shall be automatically terminated, and: (a) all rights to the Collateral shall revert to the applicable Obligors, all without delivery of any instrument, or performance of or by any Person, and the Collateral shall be automatically released from the Liens created by this Agreement; and (b) the Administrative Agent shall, upon the request, and at the expense, of the Obligors, execute and/or deliver all releases of intellectual property security interests and/or other documents reasonably requested by the Obligors evidencing such termination and release.

SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by electronic imaging means (e.g., “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, each Obligor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OBLIGORS:

E.J. BROOKS COMPANY,
a New Jersey corporation

By: Steve Keane
Name: Steve Keane
Title: Chief Financial Officer

TELESIS TECHNOLOGIES, INC.,
an Ohio corporation

By: Steve Keane
Name: Steve Keane
Title: Chief Financial Officer

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

SUNTRUST BANK,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Obligor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

OBLIGORS:

E.J. BROOKS COMPANY,
a New Jersey corporation

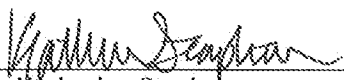
By: _____
Name:
Title:

TELESIS TECHNOLOGIES, INC.,
an Ohio corporation

By: _____
Name:
Title:

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST WRITTEN ABOVE:

SUNTRUST BANK,
as Administrative Agent

By: 
Name: Katherine Stapleton
Title: First Vice President

Schedule I

to Trademark Security Agreement

E.J. Brooks Company
(a New Jersey corporation)

U.S. Trademark Registrations:

| Mark | Reg. No. | Reg. Date |
|---|-----------------|------------------|
| TYDENBROOKS | 5280769 | 09/05/17 |
| KRATEUS | 4835864 | 10/20/15 |
| FLEXSECURE | 4538695 | 05/27/14 |
| BROOKS KP | 4261840 | 12/18/12 |
| TY LOC | 4013023 | 08/16/11 |
| TYDENBROOKS SECURITY PRODUCTS GROUP and Design | 3927605 | 03/08/11 |
| TYDENBROOKS and Design | 3927602 | 03/08/11 |
| TYDENBROOKS LEADING THE WAY SECURING THE WORLD and Design | 3927599 | 03/08/11 |
| SAFE-T-GUARD | 3726369 | 12/15/09 |
| FLASHSENTRY | 3726368 | 12/15/09 |
| ELECTRAK and Design | 3723229 | 12/08/09 |
| VISIBILITY IS SECURITY | 3661820 | 07/28/09 |
| BROOKS and Design | 3225757 | 04/03/07 |
| LASER TAG | 3216635 | 03/06/07 |
| SURGE GUARD and Design | 3139426 | 09/05/06 |
| SNAP2 | 3133847 | 08/22/06 |
| OPTI-LOCK | 2917650 | 01/11/05 |
| RING-PULL | 2658810 | 12/10/02 |
| SPRING-AIR | 2617969 | 09/10/02 |
| HANDI-RING | 2225524 | 02/23/99 |
| EKSTROM | 2142135 | 03/10/98 |
| SECUR-PULLE | 2123167 | 12/23/97 |
| SECURE-GRIP | 2115730 | 11/25/97 |
| E Z LOC | 1857478 | 10/11/94 |
| ROTO-SEAL | 1694428 | 06/16/92 |
| RING-LOC SEAL | 1602328 | 06/19/90 |
| ENDURO SEAL | 1600872 | 06/12/90 |
| SPRING-LOK | 1560934 | 10/17/89 |
| ROD LOK | 1529319 | 03/14/89 |
| GUARD-LOCK | 1489011 | 05/24/88 |
| SECUR-HASP II | 1450823 | 08/04/87 |
| CONE LOC SEAL | 1289791 | 08/14/84 |

| | | |
|-----------|---------|----------|
| PULL-TITE | 1200445 | 07/06/82 |
| POLY-LOK | 1075959 | 10/25/77 |
| TYDEN | 0755014 | 08/20/63 |
| PRESTIGE | 0680909 | 06/23/59 |
| GRIPLOCK | 0647064 | 06/18/57 |

U.S. Trademark Applications:

| Mark | Appl. No. | Filing Date |
|--------------------|-----------|-------------|
| GEOBOLT and Design | 88114376 | 09/12/18 |
| GEOBOLT | 88114368 | 09/12/18 |

Schedule II

to Trademark Security Agreement

Telesis Technologies, Inc.
(an Ohio corporation)

U.S. Trademark Registrations:

| Mark | Reg. No. | Reg. Date |
|-------------|-----------------|------------------|
| TELESCRIBE | 2358681 | 06/13/00 |
| BENCHMARK | 2347688 | 05/02/00 |
| MERLIN | 2336429 | 03/28/00 |
| TELESIS | 1565540 | 11/14/89 |
| TELESIS | 1282284 | 06/19/84 |
| PINSTAMP | 1282172 | 06/19/84 |