

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM590221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F&S PRECISION HOLDINGS, INC.		07/28/2020	Corporation: DELAWARE
F&S TOOL, INC.		07/28/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	TECUM CAPITAL PARTNERS II, L.P., AS AGENT		
Street Address:	8000 BROOKTREE ROAD, SUITE 310		
City:	WEXFORD		
State/Country:	PENNSYLVANIA		
Postal Code:	15090		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6019706	RHINO LOCK	
Registration Number:	5389310	PHILIPS RX	
Registration Number:	5444219	ULTRA COOL	
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@katten.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	394276-00001		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	08/04/2020		
Total Attachments: 6			
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THIS AGREEMENT IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF JULY 28, 2020 BY AND AMONG TECUM CAPITAL PARTNERS II, L.P., AS SUBORDINATED PURCHASER AGENT, EAST WEST BANK, AS SENIOR PURCHASER AGENT, AND THE OBLIGORS, AS THE SAME MAY BE AMENDED, MODIFIED, EXTENDED, RENEWED OR RESTATED FROM TIME TO TIME.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 28, 2020 (the "Effective Date") by F&S PRECISION HOLDINGS, INC., a Delaware corporation ("Parent"), and F&S TOOL, INC., a Pennsylvania corporation ("F&S"), and together with Parent, the "Grantors" and each a "Grantor" in favor of Tecum Capital Partners II, L.P. for the benefit of the purchasers (the "Purchasers") from time to time party to the Note Purchase Agreement (in such capacity, the "Agent") (as defined in the Note Purchase Agreement or the Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as the date hereof (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the "Security Agreement"), between the Grantors and the Agent and that certain Note Purchase Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the "Note Purchase Agreement"), by and among Grantors, the Purchasers, and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have (i) as collateral security for the Obligations (as defined in the Note Purchase Agreement), granted to the Agent, for the benefit of the Purchasers, a security interest in and continuing lien on all of the Grantors' rights, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities (as defined in the Note Purchase Agreement).

NOW, THEREFORE, in consideration of the promises and the agreements, provisions and covenants herein contained, the Grantors and the Agent agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Note Purchase Agreement, as applicable. The rules of construction specified in Section 1.2 of the Note Purchase Agreement also apply to this Agreement.

2. Grant of Security. As collateral security for the Obligations (as defined in the Note Purchase Agreement), the Grantors hereby grant to the Agent, for the benefit of the Purchasers, a security interest in and continuing lien on all of the Grantors' rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade dress, designs, logos

and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, “Trademark(s)”), (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements of any Trademark, (4) rights corresponding to any Trademark throughout the world, (5) renewals and proceeds of any of the foregoing, and (6) all goodwill associated with or symbolized by the Trademarks.

3. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Counterparts. This 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 Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement and the rights and obligations of the Grantors hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

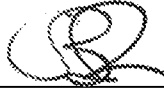
6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Note Purchase Agreement, the provisions of the Security Agreement or the Note Purchase Agreement shall govern.

7. Integration. Any amendment and supplement of this Agreement shall come into force only after a written agreement is signed by each party hereto. The amendment and supplement duly executed by each party hereto shall be part of this Agreement and shall have the same legal effect as this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

F&S PRECISION HOLDINGS, INC.,
a Delaware corporation

By:  _____
Name: Charlie Baynes-Reid
Title: Assistant Secretary

F&S TOOL, INC.,
a Pennsylvania corporation

By: _____
Name: James D. Faulkner
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

F&S PRECISION HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Charlie Baynes-Reid
Title: Assistant Secretary

F&S TOOL, INC.,
a Pennsylvania corporation

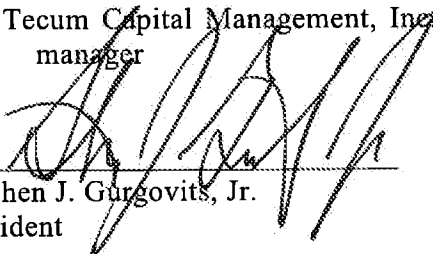
By:  _____
Name: James D. Faulkner
Title: Chief Executive Officer

TRADEMARK SECURITY AGREEMENT
(F&S TOOL, INC.)
SIGNATURE PAGE

**TECUM CAPITAL PARTNERS II, L.P., as
Agent**

By: Tecum Capital Partners II, LLC,
its general partner

By: Tecum Capital Management, Inc., its
manager

By: 
Name: Stephen J. Gurgovits, Jr.
Title: President

TRADEMARK SECURITY AGREEMENT
(F&S TOOL, INC.)
SIGNATURE PAGE

**TRADEMARK
REEL: 007015 FRAME: 0110**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. US Trademarks

Trademark	Application No./ Registration No.	Application Date/ Registration Date	Status	Owner
RHINO LOCK	6019706	March 24, 2020	LIVE	F&S Tool, Inc.
PHILIPS RX	5389310	January 30, 2018	LIVE	F&S Tool, Inc.
ULTRA COOL	5444219	April 10, 2018	LIVE	F&S Tool, Inc.