

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIBRATION MOUNTINGS & CONTROLS, INC.		12/11/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	EAST WEST BANK		
Street Address:	135 North Los Robles Avenue		
Internal Address:	Third Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3443635	THE VMC GROUP	
Registration Number:	3357310	DURULENE	
Registration Number:	3452960	DURULENE	
Registration Number:	3443637	THE POWER OF TOGETHER	
Registration Number:	3443636	VMC	
Registration Number:	2943345	KORFUND	
Registration Number:	0706599	KORFUND	
Registration Number:	0706598	KORFUND	
CORRESPONDENCE DATA			
Fax Number:	7037125197		
<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:	703 712 5337		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis, McGuireWoods LLP		
Address Line 1:	1750 Tysons Boulevard		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons, VIRGINIA 22102-4215		

OP \$215.00 3443635

ATTORNEY DOCKET NUMBER:	2075948-0023
NAME OF SUBMITTER:	Emily S. Voorheis
SIGNATURE:	/Emily S. Voorheis/
DATE SIGNED:	12/23/2020

Total Attachments: 6

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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 December 11, 2020, is made by **VIBRATION MOUNTINGS & CONTROLS, INC.**, a New Jersey corporation (“Grantor”) in favor of **EAST WEST BANK**, located at 135 North Los Robles Avenue, 3rd floor, Pasadena, California 91101 (the “Lender”).

WHEREAS, 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, reference is made to that certain Term Loan Agreement between VMC GROUP HOLDING CORP., a Delaware corporation (“Borrower”) and Lender dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan 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 other obligors party thereto from time to time, as debtors, and the Lender, as the secured party referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all of 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, Grantor does hereby grant to the Grantee a continuing security interest in all of 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 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.

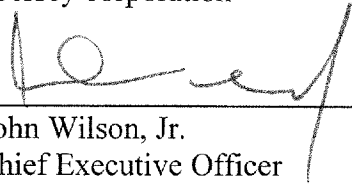
This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made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

GRANTOR:

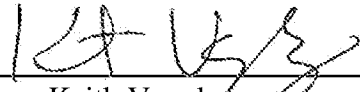
**VIBRATION MOUNTINGS & CONTROLS,
INC.**, a New Jersey corporation

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

TRADEMARK SECURITY AGREEMENT
(VMC GROUP)
SIGNATURE PAGE

TRADEMARK
REEL: 007144 FRAME: 0173

EAST WEST BANK, as Lender

By: 
Name: Keith Vogelgesang
Title: Senior Vice President

**Schedule 1
to
Trademark Security Agreement**

U.S. TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Date of Registration</u>	<u>Status</u>
1.	THE VMC GROUP	3443635	77111090	2/20/2007	6/10/2008	Active
2.	DURULENE	3357310	78683653	8/2/2005	12/18/2007	Active
3.	DURULENE	3452960	77306498	10/17/2007	6/24/2008	Active
4.	THE POWER OF TOGETHER	3443637	77111147	2/20/2007	6/10/2008	Active
5.	VMC	3443636	77111117	2/20/2007	6/10/2008	Active
6.	THE VMC GROUP	3443635	77111090	2/20/2007	6/10/2008	Active
7.	KORFUND	2943345	76502269	3/26/2003	4/26/2005	Active
8.	KORFUND	0706599	72061637	10/30/1958	11/1/1960	Active
9.	KORFUND	0706598	72061634	10/30/1958	11/1/1960	Active

TRADEMARK LICENSES

None

TRADEMARK APPLICATIONS

None

FOREIGN TRADEMARKS

	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Date of Registration</u>	<u>Status</u>
1.	India	VMC (LABEL)	1325961	1325961	12/15/2004	12/15/2004	Active
2.	India	VMC GROUP THE POWER OF TOGETHER	4163610	N/A	05/01/2019	N/A	Active
3.	Israel	KORFUND	N/A	166375	8/19/2003	N/A	Active
4.	Israel	VMC	N/A	166376	8/3/2004	N/A	Active
5.	E.U.	KORFUND	N/A	003278959	7/22/2003	4/15/2005	Active
6.	E.U.	VMC	N/A	003278967	7/22/2003	5/24/2005	Active
7.	Singapore	korfund	N/A	T0310775G	7/16/2003	N/A	Active
8.	Singapore	KORFUND	N/A	T031077G	01/03/2007	N/A	Active
9.	Singapore	VMC	N/A	T0310777C	7/16/2003	N/A	Active
10.	Switzerland	KORFUND	P-295,999	N/A	10/1/1978	N/A	Active
11.	China	VMC & Des.	4,199,721	N/A	11/21/2006	N/A	Active
12.	China	Korfund	2P-295999	03841/1978	8/10/1978	10/19/1978	Active
13.	Canada	KORFUND	TMA218782	392070	N/A	2/4/1977	Active
14.	Australia	VMC	963962	963962	N/A	7/29/2003	Active
15.	Australia	KORFUND	962691	962691	N/A	7/29/2003	Active
16.	Australia	VMC	963,962	N/A	N/A	02/14/2005	Active
17.	Taiwan	VMC	1,150,774	N/A	05/01/2005	N/A	Active
18.	Egypt	VMC & Des.	166,852	N/A	04/24/2008	N/A	Active
19.	Egypt	VMC-MIDDLE EAST	166,853	N/A	04/13/2008	N/A	Active
20.	Egypt	Vibration Mountings and Controls, Inc.	166854	N/A	12/23/2007	N/A	Active