

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netstal-Maschinen AG		12/28/2012	Stock Corporation: SWITZERLAND

RECEIVING PARTY DATA	
Name:	RBC Europe Limited
Street Address:	Thames Court
Internal Address:	One Queenhithe
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4 V3DQ
Entity Type:	Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	2045580	DISCJET
Registration Number:	3223726	DISCJET
Registration Number:	2951397	ELION
Registration Number:	916247	NETSTAL
Registration Number:	2075030	SYNERGY
Registration Number:	3216884	SYNERGY
Registration Number:	4044366	NETSTAL

CORRESPONDENCE DATA	
Fax Number:	9177777373
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212-735-3000
Email:	andrew.patrick@skadden.com

CH \$190.00 2045580

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2517

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: John Deming

Signature: /John Deming/

Date: 02/27/2013

Total Attachments: 6
source=Bank TM (Netstal)-c.pdf#page1.tif
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source=Bank TM (Netstal)-c.pdf#page3.tif
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 28, 2012, by Netstal-Maschinen AG (the “Grantor”), in favor of RBC Europe Limited, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain U.S. Security Agreement dated as of December 28, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by KM Germany Holdings GmbH, a limited liability company organized under the laws of Germany, and the other Grantors party thereto in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including any Loan Guaranty, the Grantor collaterally assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now owned or hereafter acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any jurisdiction thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto;

(b) all goodwill associated therewith;

(c) all rights and remedies against past, present and future infringement, misappropriation or other violation of any of the foregoing; and

(d) all Proceeds and products of any of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to the foregoing.

SECTION 3. The Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Col-

lateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests 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 control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Trademark Collateral under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Trademark Collateral.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTIONS 9.09 AND 9.10 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign


or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

SECTION 9. Restrictions on Enforcement Proceeds. The terms of Section 6.20 of the Security Agreement with respect to restrictions on enforcement proceeds are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

NETSTAL-MASCHINEN AG

By: 
Name: Jan Olaf Siebert
Title: President

By: 
Name: Dr. Wolfgang Molter
Title: Authorized Signatory

RBC EUROPE LIMITED, as Collateral Agent

By: 

Name:

Title:

R.J. BELL

MD.

Trademarks

Netstal Maschinen AG

Publ.- No./Reg. No.	Country	Status	Prio. Date	Appl. Date	Reg. Date	Expiration Date
2,045,580	U S A	R+	26.04.1995	23.10.1995	18.03.1997	
3,223,726	U S A	R.	03.07.1996	13.10.2006	03.04.2007	03.04.2017
2,951,397	U S A	R.	10.07.2003	06.08.2003	17.05.2005	17.05.2015
0916247	U S A	R.		03.11.1969	13.07.1971	13.07.2011
2075030	U S A	R+	03.05.1995	23.10.1995	01.07.1997	2075030
3,216,884	U S A	R.		13.10.2006	13.03.2007	13.03.2017
3,409,435	U S A	R.	11.12.2006	06.02.2007	08.04.2008	08.04.2018
3,580,731	U S A	R.	06.07.2007	10.10.2007	24.02.2009	24.02.2019
3,750,028	U S A	R.	09.06.2008	28.10.2008	16.02.2010	16.02.2020
4,044,366	U S A	R. 0		01.03.2011	25.10.2011	25.10.2021
4212190	U S A	R.	09.09.2011	14.02.2012	25.09.2012	