

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mitchell International, Inc.		10/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 N. Tryon Street
Internal Address:	Mail Code: NC1-007-17-11
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85959185	DECISIONPOINT
Registration Number:	3351277	CLAIMIQ
Registration Number:	2680869	MITCHELL1
Registration Number:	2690630	MITCHELL1
Registration Number:	2804257	NAGS
Registration Number:	2526051	TRUCKEST
Registration Number:	2614472	GLASSMATE
Registration Number:	1777071	DECISION POINT
Registration Number:	1980882	ULTRA MATE
Registration Number:	1900506	GLASSMATE
Registration Number:	1211533	NAGS
Registration Number:	1680985	MITCHELL
Registration Number:	1374721	MITCHELL

CH \$365.00 85959185

Registration Number:

277709

NATIONAL AUTO GLASS SPECIFICATIONS

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

860565-10

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

10/25/2013

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of October 25, 2013, is made by Mitchell International, Inc. (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of October 11, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Magellan Parent Corp. ("Holdings"), Magellan Acquisition Corp., a Nevada corporation ("Merger Sub"), which on the Closing Date shall be merged with MIH Parent, Inc., a Nevada corporation (the "Company") (with the Company as the company surviving such merger), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of October 11, 2013 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral un-

less and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1051 and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: *L. Lov*
Name: Linda Lov
Title: AVP

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Registration/Serial Number	Title
Mitchell International, Inc.	85/959185	DECISIONPOINT
Mitchell International, Inc.	3351277	CLAIMIQ
Mitchell International, Inc.	2680869	MITCHELL1
Mitchell International, Inc.	2690630	MITCHELL1
Mitchell International, Inc.	2804257	NAGS
Mitchell International, Inc.	2526051	TRUCKEST
Mitchell International, Inc.	2614472	GLASSMATE
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Mitchell International, Inc.	277709	NATIONAL AUTO GLASS SPECIFICATIONS