

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitchell International, Inc.		10/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as collateral agent		
Street Address:	30 Hudson Street		
Internal Address:	5th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Bank: 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	

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:

860565-20

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 Goldman Sachs Bank USA, as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as October 11, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among 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 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 Second 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 loan, 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 unless 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MITCHELL INTERNATIONAL, INC.,  
as Grantor

By:   
Name: A. J. Long  
Title: VP/CR

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[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 005139 FRAME: 0528

GOLDMAN SACHS BANK USA,  
as Collateral Agent

By: 

Name:

Title:

Robert Ehudin  
Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005139 FRAME: 0529**

**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Owner</b>	<b>Registration/Serial Number</b>	<b>Title</b>
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