

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marine Acquisition Corp.		01/30/2014	CORPORATION: DELAWARE
Marine Acquisition (US) Incorporated		01/30/2014	CORPORATION: DELAWARE
Sierra International Inc.		01/30/2014	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	ONTARIO
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3262799	MAGFORCE
Registration Number:	3428352	SIERRA
Registration Number:	3428353	SIERRA
Registration Number:	3587693	PRIME LINE
Registration Number:	4253040	DETWILER
Registration Number:	2053332	HY-TRAC
Registration Number:	1525523	HYNAUTIC
Registration Number:	2492556	HPS
Registration Number:	0974852	BIG-T
Registration Number:	2202339	NFB
Registration Number:	2445489	PRO SERIES
Registration Number:	3243436	QUICK CONNECT
Registration Number:	2260352	SAFE-T

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Registration Number:	2193509	SAFE-T QC
Registration Number:	1382900	SEASTAR
Registration Number:	2182746	PRO TRIM
Registration Number:	4348837	PROHEAT
Registration Number:	1835349	PROHEAT
Serial Number:	85446602	XTREME
Serial Number:	85734561	STATS SIERRA TOUCH AND TEST SYSTEM
Serial Number:	85734538	STATS
Serial Number:	85874394	PRIME LINE
Serial Number:	85874388	PRIME LINE
Serial Number:	85782190	PRIME LINE
Serial Number:	85843296	SEASTAR SOLUTIONS
Serial Number:	85843274	SEASTAR
Serial Number:	85901414	
Serial Number:	85898804	

CORRESPONDENCE DATA

Fax Number: 2123037064
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 318 6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00125

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER: Christine Dionne

Signature: /Christine Dionne/

Date: 01/30/2014

Total Attachments: 10

TRADEMARK
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made as of January 30, 2014, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor") and **ROYAL BANK OF CANADA** ("Royal Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Marine Acquisition Corp., a Delaware corporation (the "Borrower"), Marine Acquisition Holdings, Inc., the lenders from time to time party thereto (the "Lenders") and Royal Bank as administrative agent and collateral agent for the Lenders (in such capacities, the "Agent"), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto; as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby collaterally assigns and pledges to the Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such 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, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection

therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor 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 referred to on Schedule I hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all other assets, rights and interests that uniquely reflect or embody such Trademarks.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower and the Grantors or (in each case) any of them, to the Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Guarantee and Collateral Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of any Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

7. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security

Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MARINE ACQUISITION CORP.,

a Delaware corporation

By: _____



Name: Greg House

Title: Treasurer

GRANTORS (CONT.):

MARINE ACQUISITION (US) INCORPORATED,
a Delaware corporation

By: 

Name: Greg House


Title: Treasurer

[Signature Page to Trademark Security Agreement]

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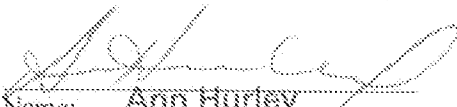
GRANTORS (CONT.):

SIERRA INTERNATIONAL INC.,
an Illinois corporation

By: 
Name: Greg House
Title: Treasurer

AGENT:

ROYAL BANK OF CANADA, as Agent




By: 
Name: Ann Hurley
Title: Manager, Agency



[Signature Page to Trademark Security Agreement]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

<i>Country</i>	<i>Trademark</i>	<i>Status</i>	<i>App. No.</i>	<i>Filing Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>
U.S	MAGFORCE	Registered	78703410	30-Aug-2005	3262799	10-Jul-2007	Sierra International Inc.
U.S	SIERRA	Registered	78760217	23-Nov-2005	3428352	13-May-2008	Sierra International Inc.
U.S		Registered	78760221	23-Nov-2005	3428353	13-May-2008	Sierra International Inc.
U.S	PRIME LINE	Registered	77079241	09-Jan-2007	3587693	10-Mar-2009	Sierra International Inc.
U.S.	DETWILER	Registered	85554970	28-Feb-2012	4253040	04-Dec-2012	Marine Acquisition Corp.
U.S		Registered	74660435	13-Apr-1995	2053332	15-Apr-1997	Marine Acquisition Corp.
U.S		Registered	73696582	20-Nov-1987	1525523	21-Feb-1989	Marine Acquisition Corp.
U.S	hps	Registered	76146814	13-Oct-2000	2492556	25-Sept-2001	Marine Acquisition Corp.
U.S	BIG-T	Registered	72429376	10-Jul-1972	974852	18-Dec-1973	Marine Acquisition Corp.
U.S		Registered	75/201255	22-Oct-1996	2202339	03-Nov-1998	Marine Acquisition Corp.
U.S	pro series	Registered	75538305	18-Aug-1998	2445489	24-Apr-2001	Marine Acquisition Corp.

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U.S.	QUICK CONNECT	Registered	77019695	12-Oct-2006	3243436	22-May-2007	Marine Acquisition Corp.
U.S.	SAFE-T	Registered	75340380	13-Aug-1997	2260352	13-Jul-1999	Marine Acquisition Corp.
U.S.	SAFE-T QC	Registered	75318729	02-Jul-1997	2193509	06-Oct-1998	Marine Acquisition Corp.
U.S.	SEASTAR	Registered	73507591	07-Nov-1984	1382900	18-Feb-1986	Marine Acquisition Corp.
U.S.	PRO TRIM	Registered	75122587	20-Jun-1996	2182746	18-Aug-1998	Marine Acquisition Corp.
U.S.	PROHEAT	Registered	85551283	23-Feb-2012	4348837	11-Jun-2013	Marine Acquisition Corp.
U.S.		Registered	74367511	12-Mar-1993	1835349	10-May-1994	Marine Acquisition Corp.
U.S.	XTREME	Pending	85446602	13-Oct-2011	N/A	N/A	Marine Acquisition (US) Incorporated
U.S.	STATS SIERRA TOUCH AND TEST SYSTEM (Stylized) 	Published (Pending)	85734561	20-Sep-2012	N/A	N/A	Sierra International Inc.
U.S.	STATS	Published (Pending)	85734538	20-Sep-2012	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE	Pending	85874394	12-Mar-2013	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE and Design 	Pending	85874388	12-Mar-2013	N/A	N/A	Sierra International Inc.
U.S.	PRIME LINE	Published (Pending)	85782190	18-Nov-2012	N/A	N/A	Sierra International Inc.
U.S.	SEASTAR SOLUTIONS	Pending	85843296	07-Feb-2013	N/A	N/A	Marine Acquisition Corp.

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U.S.	SEASTAR	Pending	85843274	07-Feb-2013	N/A	N/A	Marine Acquisition Corp.
U.S.		Pending	85901414	11-Apr-2013	N/A	N/A	Marine Acquisition Corp.
U.S.		Pending	85898804	09-Apr-2013	N/A	N/A	Marine Acquisition Corp.