

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NISCO HOLDING COMPANY		04/04/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS AGENT		
Street Address:	135 S. LASALLE ST.		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2945670	NISCO	
CORRESPONDENCE DATA			
Fax Number:	2022825100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-282-5202		
Email:	eanderson@winston.com		
Correspondent Name:	WINSTON & STRAWN LLP		
Address Line 1:	1700 K STREET, N.W.		
Address Line 2:	ALLAN A. FANUCCI		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20008-3817		
ATTORNEY DOCKET NUMBER:	1740-231		
NAME OF SUBMITTER:	ALLAN A. FANUCCI		
SIGNATURE:	/Allan A. Fanucci/		
DATE SIGNED:	04/04/2014		
Total Attachments: 4			
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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 April 4, 2014, is made by the Persons listed on the signature pages hereof (the "*Pledgor*") in favor of Bank of America, N.A., as Agent (together with its permitted successors in such capacity the "*Agent*") for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, CS INTERMEDIATE HOLDCO 1 LLC ("*Holdings*"), the U.S. Subsidiaries of Holdings party thereto as Grantors, certain other Subsidiaries of Holdings, and the lenders party thereto from time to time, have entered into that certain Second Amended and Restated Loan Agreement, dated as of April 4, 2014 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "*Loan Agreement*") in favor of Bank of America, N.A., as the Agent for the Secured Parties.. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Loan Agreement, the Pledgor has executed and delivered that certain Pledge and Security Agreement dated April 4, 2014 made by the Pledgor to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows

Grant of Security. The Pledgor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Pledgor's right, title and interest in and to the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*"), (the "*Collateral*"):

Purpose. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of a security interest herein with the United States Trademark Office.

Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

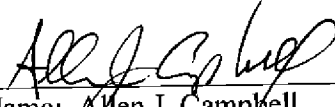
Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and

confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

NISCO HOLDING COMPANY

By 
Name: Allen J. Campbell
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005252 FRAME: 0262

Schedule A

Trademark owned by NISCO Holding Company:

Title	App. No./ Reg. No.
NISCO	2945670