

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steelite International U.S.A. Inc.		03/25/2014	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Lloyds Bank plc		
Street Address:	25 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2V 7HN		
Entity Type:	Public Limited Company (Bank): UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85768974	CORTLAND SILVERSMITHS	
Registration Number:	3790545	WNK	
Registration Number:	3787764	WORTHY, NOBLE & KENT	
Serial Number:	86075165	STEELITE ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 368-4000		
Email:	ch.tm@dlapiper.com, michelle.foy@dlapiper.com, jennifer.lacroix@dlapiper.com		
Correspondent Name:	Jennifer E. Lacroix, DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	383849-000003		
DOMESTIC REPRESENTATIVE			
Name:	Jennifer E. Lacroix, DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		

CH \$115.00 85768974

NAME OF SUBMITTER:	Jennifer E. Lacroix
SIGNATURE:	/Jennifer Lacroix/
DATE SIGNED:	04/29/2014
Total Attachments: 6 source=Steelite Trademark Security Agreement#page1.tif source=Steelite Trademark Security Agreement#page2.tif source=Steelite Trademark Security Agreement#page3.tif source=Steelite Trademark Security Agreement#page4.tif source=Steelite Trademark Security Agreement#page5.tif source=Steelite Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2014 (this "Agreement"), is made by STEELITE INTERNATIONAL U.S.A. INC., a New Jersey corporation ("Grantor"), in favor of LLOYDS BANK PLC, in its capacity as security agent (in such capacity, and including any successors thereto, the "Security Agent").

WITNESSETH:

WHEREAS, pursuant to a Senior Term and Revolving Facilities Agreement, dated December 23, 2013, among (1) STEELITE INTERNATIONAL HOLDINGS LIMITED, as Parent, (2) the companies listed in Part I of Schedule 1 as Original Borrowers, (3) the companies listed in Part I of Schedule 1 as Original Guarantors, (4) Grace Bay III Holdings S.á.r.l. and Lloyds Bank plc as Arrangers, (5) the banks and other financial institutions listed in Part II of Schedule 1 as Original Lenders, (6) the entity listed in Part III of Schedule 1 as Original Hedge Counterparty, (7) Lloyds Bank plc, as Agent and (8) Lloyds Bank plc, as Security Agent, together with their successors, permitted assigns and transferees (as supplemented, amended, novated and/or restated from time to time the "Facilities Agreement"), the Finance Parties (as defined in the Facilities Agreement) have agreed to make the Facilities available to the Borrowers;

WHEREAS, Grantor is an Original Guarantor under the Facilities Agreement and has guaranteed to the Finance Parties the payment when due of all obligations of each Obligor under the Finance Documents;

WHEREAS, Grantor has executed and delivered to Security Agent a Security Agreement, dated as of even date herewith (as supplemented, amended, novated and/or restated from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to Grantor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby makes the following representations and warranties to the Security Agent for the benefit of the Secured Parties and hereby covenants and agrees with the Security Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As continuing security for the payment or performance, as the case may be, in full when due of the Secured Obligations, Grantor hereby pledges to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Security Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under all of the following personal property,

whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence (the "Trademark Collateral):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, payments and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Security Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Security Agreement.

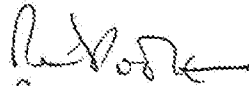
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

STEELITE INTERNATIONAL U.S.A.
INC., a New Jersey corporation, as Grantor

By: 
Name: Richard Poole
Title: Director

ACCEPTED AND AGREED
as of the date first above written:

LLOYDS BANK PLC,
as Security Agent

By: *Kamila Galek*
Name: Kamila Galek
Title: Associate Director

EAST173175426.35

TRADEMARK
REEL: 005270 FRAME: 0081

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. TRADEMARK	SERIAL OR REGISTRATION NUMBER	FILING OR ISSUE DATE	STATUS
CORTLAND SILVERSMITHS	85/768,974	11/01/2012	pending
WNK	3,790,545	05/18/2010	registered
WORTHY, NOBLE & KENT	3,787,764	05/11/2010	registered
STEELITE ELEMENTS	86/075,165	09/26/2013	pending