

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PTI Silencing, Inc.		05/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	600 Montgomery Street		
Internal Address:	35th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2361419	EM	
Registration Number:	2361707	EM PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51494/039		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/27/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2014, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of MEDLEY CAPITAL CORPORATION, a Delaware corporation (“*Medley*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, MIRATECH INTERMEDIATE HOLDINGS, INC., a Delaware corporation (the “*Borrower*”), MIRATECH HOLDINGS, INC., a Delaware corporation (“*Holdings*”), any Subsidiary of Holdings that is a Guarantor or become a Guarantor pursuant to Section 8.10 of the Credit Agreement (including Holdings, the “*Guarantors*”, and, together with Borrower, the “*Credit Parties*”), the Lenders from time to time party thereto, Medley, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and the Collateral Agent, have entered into a Credit Agreement, dated as of May 9, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of May 9, 2014 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of such Grantor (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 those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated therewith; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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, there shall be no security interest or Lien on any U.S. Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) or any Intellectual Property if the grant of a Lien on or security interest in such Intellectual Property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such Intellectual Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

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

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

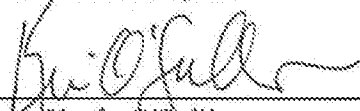
Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Sections 8.6, 8.7, 8.8, 8.11 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

Section 7. Senior Intercreditor Agreement. Notwithstanding anything in this Agreement to the contrary, this Agreement and the priority of security interests created hereunder are subject to the terms and conditions of the Senior Intercreditor Agreement, and in the event of any conflict between any provision of this Agreement and any provision of the Senior Intercreditor Agreement (including as to whether a particular Lien of Collateral Agent shall have priority over other Liens), the provisions of the Senior Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

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.

PTI SILENCING, INC.


By: 
Name: Kevin O'Sullivan
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005286 FRAME: 0867

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Country	Trademark	Application No.	Filing Date	Registration No.	Registered	Owner
USA	EM (Stylized) 	75/546231	9/1/1998	2361419	6/27/2000	PTI Silencing, Inc.
USA	EM PRODUCTS	75/626647	1/19/1999	2361707	6/27/2000	PTI Silencing, Inc.
Canada	EM PRODUCTS	1004530	2/9/1999	TMA538539	12/11/2000	PTI Silencing, Inc.

2. TRADEMARK APPLICATIONS

N/A