

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305937

| | | | |
|---|-------------------------------------|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DRI NEWCO LLC | | 04/04/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | American Capital, Ltd. | | |
| Street Address: | 2 Bethesda Metro Center, 11th Floor | | |
| Internal Address: | Attn: Brett Hyman | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4178484 | DRI | |
| Registration Number: | 4183403 | D R I | |
| Registration Number: | 3667073 | TOMORROW'S TECHNOLOGY COLORING TODAY'S T | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3016546714 | | |
| <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: | 3018411359 | | |
| Email: | brett.hyman@americancapital.com | | |
| Correspondent Name: | American Capital, Ltd. | | |
| Address Line 1: | 2 Bethesda Metro Center, 11th Floor | | |
| Address Line 2: | Attn: Brett Hyman | | |
| Address Line 4: | Bethesda, MARYLAND 20814 | | |
| NAME OF SUBMITTER: | BRETT HYMAN | | |
| SIGNATURE: | /Brett Hyman/ | | |
| DATE SIGNED: | 05/29/2014 | | |
| Total Attachments: 6 | | | |
| source=Trademark Security Agreement (DRI)#page1.tif | | | |

OP \$90.00 4178484

source=Trademark Security Agreement (DRI)#page2.tif
source=Trademark Security Agreement (DRI)#page3.tif
source=Trademark Security Agreement (DRI)#page4.tif
source=Trademark Security Agreement (DRI)#page5.tif
source=Trademark Security Agreement (DRI)#page6.tif

Notwithstanding anything herein to the contrary, the lien and security interest granted to American Capital, Ltd. pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by American Capital, Ltd. hereunder are subject to the provisions of the Intercreditor Agreement dated as of April 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among General Electric Capital Corporation, as the First Lien Agent, and American Capital, Ltd., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital, Ltd. ("ACAS"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of April 4, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders from time to time party thereto and ACAS, as Agent for the Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the 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 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 Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) all income, royalties, proceeds and Liabilities 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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, 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. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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.

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

Very truly yours,

DRI NEWCO LLC

as Grantor

By: 

Name: Richard Rosselet

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.
as Agent

By: _____
Name:
Title:

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


Very truly yours,

DRI NEWCO LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL, LTD.
as Agent

By: 
Name: DAN CONN-SFETCU
Title: MANAGING DIRECTOR

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark | Serial No./ Filing Date | Reg. No./ Reg. Date | Status | Grantor |
|---|----------------------------|------------------------|------------|---------------|
| DRI | 85/469826 11/10/2011 | 4178484 7/24/2012 | Registered | DRI Newco LLC |
| DRI and Design  | 85/516058 1/13/2012 | 4183403 7/31/2012 | Registered | DRI Newco LLC |
| TOMORROW'S TECHNOLOGY COLORING TODAY'S TRANSIT | 76/636317 4/18/2005 | 3667073 8/11/2009 | Registered | DRI Newco LLC |