

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306878

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G & H WIRE COMPANY, INC.		06/06/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	551 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86161422	MINIPREVAIL	
Registration Number:	4406077	G&H ORTHODONTICS	
Registration Number:	4135903	THE ORTHO CLUB	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6483.017		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	06/06/2014		
Total Attachments: 5			
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

FIRST AMENDMENT to TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 6, 2014, by and between G & H WIRE COMPANY, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC (f/k/a Golub Capital Management LLC), in its capacity as Administrative Agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated December 10, 2010 by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended and as from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated December 10, 2010 by and among Grantor, the other grantors party thereto and Administrative Agent (as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor (subject to the limitation contained herein), whether now owned or existing or hereafter acquired or arising;

WHEREAS, in connection with the Security Agreement, and in order to secure Grantor's Obligations, Grantor and Administrative Agent entered into that certain Trademark Security Agreement, dated as of December 10, 2010 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"); and

WHEREAS, Grantor and Administrative Agent have agreed to amend the Trademark Security Agreement in order to supplement Schedule A thereto to add additional Trademark Collateral to such Schedule A.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including,

without limitation, the registered Trademarks and applications set forth on Schedule A hereto, and all proceeds and products thereof (collectively, the "Trademark Collateral").

(b) Notwithstanding the foregoing, the Trademark Collateral shall not include any 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, provided that upon submission and acceptance by the United States Patent & Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use Trademark application shall be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

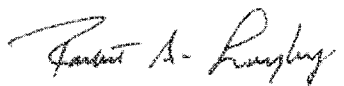
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[Signature Pages Follow]

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

G & H WIRE COMPANY, INC.



By: _____

Name: Rob Langley

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By: _____

Name: Robert G. Tuchscherer

Title: Managing Director

Schedule A

Trademarks

MARK	SERIAL NUMBER	FILE DATE	REGISTRATION NUMBER	REGIS. DATE
MINIPREVAIL	86161422	01/09/2014	NA	NA
G&H ORTHODONTICS	85820931	01/11/2013	4406077	09/24/2013
THE ORTHO CLUB	77899397	12/22/2009	4135903	05/01/2012