

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAPID ENGINEERING LLC		07/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP PARIBAS, AS ADMINISTRATIVE AGENT		
Street Address:	787 SEVENTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	A SOCIETE ANONYME: FRANCE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2023219		
Registration Number:	1566700	EUROMA	
Registration Number:	2045777	RAPID	
Registration Number:	2054607	RAPID	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	049018-0044		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	07/01/2014		
Total Attachments: 9			
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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this “**Grant of Trademark Security Interest**”) is made as of July 1, 2014, by ROBERTS-GORDON LLC, a Delaware limited liability company (“**RG**”), RAPID ENGINEERING LLC, a Delaware limited liability company (“**Rapid**”), RG ADDING LLC, a Delaware limited liability company (“**Adding**”), and WEATHER-RITE LLC, a Delaware limited liability company (“**WR**”, and together with RG, Rapid and Adding, the “**Grantors**”, and each, a “**Grantor**”), in favor of BNP PARIBAS, as Administrative Agent for and representative of (in such capacity, “**Secured Party**”) the Beneficiaries. Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and between Roberts Gordon Finance, LLC, a Delaware limited liability company (the “**Initial Company**”), and upon the consummation of the Closing Date Merger (as defined therein) by operation of law, RG (the “**Successor Company**”; the “**Company**” refers to, prior to the Closing Date Merger, the Initial Company, and upon the consummation of the Closing Date Merger, the Successor Company), the financial institutions listed therein (the “**Lenders**”), and BNP Paribas, as Administrative Agent, Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Lender Swap Agreements with one or more Swap Counterparties in accordance with the terms of the Credit Agreement, and it desired that the obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of the Company to make payments thereunder in the event of early termination thereof, together with all obligations of Company under the Credit Agreement and the other Loan Documents, be secured under the Security Agreement and this Grant of Trademark Agreement;

WHEREAS, Rapid, Adding and WR have executed and delivered that certain Subsidiary Guaranty dated as of the date hereof (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Rapid, Adding and WR have guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantors, Secured Party and the other grantors named therein,

including each Additional Grantor, each Grantor has granted to the Secured Party a security interest in and to the Collateral, including the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case, whether now owned or hereafter acquired (the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (owned by a Grantor, or hereafter adopted and used, in its business, including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"),

(ii) all registrations and applications for registration of Trademarks that have been or may hereafter be issued or applied for in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the "**Trademark Registrations**"),

(iii) all common law and other rights in and to Trademarks in the United States and any state thereof and in foreign countries,

(iv) all goodwill of the business symbolized by and associated therewith; and

(v) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include, nor shall any Grantor be deemed to have granted a security interest in any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark Registration shall automatically become part of the Trademark Collateral and the security interest granted hereunder.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES, WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Grant of Trademark Security Interest may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

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

ROBERTS-GORDON LLC

By: Paul A. Davis
Name: PAUL A. DAVIS
Title: CHIEF EXECUTIVE OFFICER

RAPID ENGINEERING LLC

By: Paul A. Davis
Name: PAUL A. DAVIS
Title: CHIEF EXECUTIVE OFFICER

RG ADDING LLC

By: Paul A. Davis
Name: PAUL A. DAVIS
Title: CHIEF EXECUTIVE OFFICER

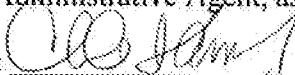
WEATHER-RITE LLC

By: Paul A. Davis
Name: PAUL A. DAVIS
Title: CHIEF EXECUTIVE OFFICER

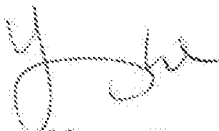
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Accepted and Agreed:

BNP PARIBAS,
as Administrative Agent, as Secured Party

By:  _____

Name: **Charles Romano**
Title: **Director**



Yung Wu
Vice President

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Roberts-Gordon LLC	BLACKHEAT	United States	78/066,260 2,734,699	July 8, 2003
Roberts-Gordon LLC	CARIBE	United States	75/237,171 2,200,406	Oct 27, 1998
Roberts-Gordon LLC	COMBAT	United States	2,813,299	Feb 10, 2004
Roberts-Gordon LLC	CO-RAY-VAC	United States	72/299,132 815,870	Sep 27, 1966
Roberts-Gordon LLC	ENERGYTUBE	United States	75/159,210 2,084,038	July 29, 1997
Roberts-Gordon LLC	GORDON-RAY	United States	72/252,967 826,409	Mar 28, 1967
Roberts-Gordon LLC	RG & Design	United States	75/923,060 2,442,487	Apr 10, 2001
Roberts-Gordon LLC	ROBERTS GORDON	United States	75/060,490 2,032,114	Jan 21, 1997
Roberts-Gordon LLC	ULTRAVAC	United States	78/360,770 2,964,018	June 28, 2005
Roberts-Gordon LLC	VANTAGE	United States	73/654,745 1462700	Oct 27, 1987
Roberts-Gordon LLC	VANTAGE	United States	85/090,726 3,984,274	June 28, 2011
Roberts Gordon LLC	BANANZA**	United States	1,519,713	Jan 10, 1989
Roberts Gordon LLC	SPRAY-CURE	United States	1,919,529	Sept 19, 1995
Rapid Engineering LLC	FIREBALL design	United States	74/696,978 2,023,219	Dec 17, 1996
Rapid Engineering LLC	RAPID and design	United States	73/691, 399 1,566,700	Sep 19, 1989
Rapid Engineering LLC	RAPID and design	United States	75/059,543 2,045,777	Mar 18, 1997
Rapid Engineering LLC	RAPID and design	United States	75/060,083 2,054,607	Apr 22, 1997
RG Adding LLC	ADDISON 01	United States	1,114,463	Mar 06, 1979
RG Adding LLC	ADDISON 02	United States	3,906,402	Jan. 18, 2011
Weather Rite LLC	WEATHER-RITE	United States	1491013	
Roberts-Gordon LLC	BLACKHEAT	Canada	TMA605,290	Mar 16, 2004
Roberts-Gordon LLC	CARIBE	Canada	338,866	Apr 8, 1988
Roberts-Gordon LLC	COMBAT	Canada	1,053,819 625,619	Nov 17, 2004
Roberts-Gordon LLC	CO-RAY-VAC	Canada	155,553	Feb 16, 1968
Roberts-Gordon LLC	ENERGYTUBE	Canada	505,187	Dec 7, 1998
Roberts-Gordon LLC	GORDON-RAY	Canada	155,422	Feb 9, 1968
Roberts-Gordon LLC	QUALITY IN ANY LANGUAGE	Canada	539,776	Jan 16, 2001
Roberts-Gordon LLC	ROBERTS GORDON	Canada	494,877	May 20, 1998
Roberts-Gordon LLC	ULTRAVAC	Canada	1,205,461 644638	July 19, 2005
Roberts-Gordon LLC	VANTAGE	Canada	334, 069	Nov 13, 1987
Roberts Gordon LLC	BANANZA*	Canada	448095	September 22, 1995

Roberts Gordon LLC	BANANZA**	Canada	TM32105 759729 448095	Sep 19, 1994
Rapid Engineering LLC	FIREBALL design	Canada	1306569 744212	June 22, 2006
Rapid Engineering LLC	RAPID and design	Canada	1306507 744033	June 22, 2006
Rapid Engineering LLC	RAPID and design	Canada	1306565 744377	June 22, 2006
Weather Rite LLC	ACU AIR	Canada	1,327,289	Dec 07, 2006
Weather Rite LLC	Phoenix Air Systems	Canada	1374040/745661	Jan 4, 2008
Weather Rite LLC	Phoenix Air Systems	Canada	813775	Dec 9, 2011
Weather Rite LLC	Phoenix Air Systems	Mexico	1291254	
Weather Rite LLC	Phoenix Air Systems	Mexico	1193365	
RG Adding LLC	ADDISON 01	CTM	008751604	May 27, 2010
Roberts-Gordon LLC	COMBAT	CTM	1,570,803	Mar 22, 2000
Roberts-Gordon LLC	CO-RAY-VAC	CTM	147,801	June 19, 1998
Roberts-Gordon LLC	RG & Design	CTM	004095972	Nov. 3, 2004
Roberts-Gordon LLC	ROBERTS GORDON	CTM	147,827	Oct 21, 1998
Roberts-Gordon LLC	VANTAGE	CTM	941,591	Mar 1, 2000
Roberts-Gordon LLC	BLACKHEAT	Argentina	2149474 2,624,872	Oct 17, 1996
Roberts-Gordon LLC	BLACKHEAT	Chile	789,938	June 14, 2007
Roberts-Gordon LLC	BLACKHEAT	India	1,690,105	May 22, 2008
Roberts-Gordon LLC	BLACKHEAT	Kazakhstan	29629	Apr 11, 2009
Roberts-Gordon LLC	BLACKHEAT	New Zealand	752,003	July 26, 2006
Roberts-Gordon LLC	BLACKHEAT	Saudi Arabia	109,957	May 26, 2007
Roberts-Gordon LLC	BLACKHEAT	So. Africa	2007/23347	Oct. 12, 2007
Roberts-Gordon LLC	COMBAT	Australia	829,183	Mar 24, 2000
Roberts-Gordon LLC	COMBAT	Belarus	907,479	Aug 31, 2006
Roberts-Gordon LLC	COMBAT	China	G907479	Aug 31, 2006
Roberts-Gordon LLC	COMBAT	Kazakhstan	29630	Apr 11, 2008
Roberts-Gordon LLC	COMBAT	Mexico	1094870	April 16, 2010
Roberts-Gordon LLC	COMBAT	So. Korea	504,164	Oct. 22, 2001
Roberts-Gordon LLC	COMBAT	Switzerland	907,479	
Roberts-Gordon LLC	COMBAT	Turkey	2000 06378	Apr 11, 2000

Roberts-Gordon LLC	COMBAT	Ukraine	907,479	
Roberts-Gordon LLC	CO-RAY-VAC	Argentina	2773923/2232560	Sep 19, 1997
Roberts-Gordon LLC	CO-RAY-VAC	Australia	649,955	Jan 5, 1995
Roberts-Gordon LLC	CO-RAY-VAC	China	1,227,544	Nov 28, 1998
Roberts-Gordon LLC	CO-RAY-VAC	Hungary	152786	November 13, 2007
Roberts-Gordon LLC	CO-RAY-VAC	Japan	1215854	August 26, 1976
Roberts-Gordon LLC	CO-RAY-VAC	New Zealand	244,416	July 24, 1996
Roberts-Gordon LLC	CO-RAY-VAC	Russia	170,928	Jan 10, 1999
Roberts-Gordon LLC	CO-RAY-VAC	So. Korea	343,638	July 24, 1996
Roberts-Gordon LLC	CO-RAY-VAC	So. Africa	97/13192	Aug 29, 1997
Roberts-Gordon LLC	CO-RAY-VAC	Turkey	88/105981	Mar 28, 1988
Roberts-Gordon LLC	CO-RAY-VAC	China	1,229,630	Dec 7, 1998
Roberts-Gordon LLC	CO-RAY-VAC	Japan	4220104	Dec 11, 1998
Roberts-Gordon LLC	CRV	China	1,319,358	Sep 28, 2009
Roberts-Gordon LLC	GORDON-RAY	Australia	656,735	Mar 26, 1995
Roberts-Gordon LLC	GORDON-RAY	New Zealand	247,235	Apr 9, 1997
Roberts-Gordon LLC	GORDON-RAY	Turkey	88/105596	Mar 28, 1988
Roberts-Gordon LLC	RG & Design	China	4,351,177	Nov 8, 2004
Roberts-Gordon LLC	ROBERTS GORDON	Argentina	2,491,665	Aug 14, 2001
Roberts-Gordon LLC	ROBERTS GORDON	Australia	829,184	Mar 24, 2000
Roberts-Gordon LLC	ROBERTS GORDON	China	7,978,493	Nov 28, 1998
Roberts-Gordon LLC	ROBERTS GORDON	Mexico	1,094,452	April 15, 2010
Roberts-Gordon LLC	ROBERTS GORDON	Morocco	897,556	Aug 23, 2006
Roberts-Gordon LLC	ROBERTS GORDON	Russia	170,929	Jan 10, 1999
Roberts-Gordon LLC	ROBERTS GORDON	So. Korea	504169	Oct 22, 2001
Roberts-Gordon LLC	ROBERTS GORDON	So. Africa	97/13193	Feb 13, 2001
Roberts-Gordon LLC	ROBERTS GORDON	Turkey	2002/02258	Feb 6, 2002
Roberts-Gordon LLC	ROBERTS GORDON	Ukraine	897,557	Aug 31, 2006

Roberts-Gordon LLC	ROBERTS GORDON	China	1,229,629	Dec 7, 1998
Roberts-Gordon LLC	VANTAGE	So. Korea	481417/ 50-2009-0016426	Nov 16, 2000
Roberts-Gordon LLC	VANTAGE	Turkey	88/105625	Mar 28, 1988
Rapid Engineering LLC	FIREBALL design	United Kingdom	2,106,216	
Rapid Engineering LLC	RAPID and design	Korea	9637115 409814	July 14, 1998
Rapid Engineering LLC	Rapid	China	10750720	April 11, 2012