

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM310396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GST AUTOLEATHER, INC., as Initial Grantor		07/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3863285	GST AUTOLEATHER	
Registration Number:	0789255	SETON	
Registration Number:	1681208	SETON	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	78436.00140 (GST)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	07/11/2014		
Total Attachments: 8			
source=GST RBC Trademark Security Agreement (executed)#page1.tif			
source=GST RBC Trademark Security Agreement (executed)#page2.tif			

CH \$90.00 3863285

source=GST RBC Trademark Security Agreement (executed)#page3.tif
source=GST RBC Trademark Security Agreement (executed)#page4.tif
source=GST RBC Trademark Security Agreement (executed)#page5.tif
source=GST RBC Trademark Security Agreement (executed)#page6.tif
source=GST RBC Trademark Security Agreement (executed)#page7.tif
source=GST RBC Trademark Security Agreement (executed)#page8.tif

SHORT FORM
TRADEMARK SECURITY AGREEMENT

This SHORT FORM TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Agreement”) dated July 11, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ROYAL BANK OF CANADA (“Royal Bank”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, GST AUTOLEATHER CAYMAN II LTD., a Cayman Islands exempted company incorporated with limited liability (“Holdings”), GST AUTOLEATHER CAYMAN I LTD., a Cayman Islands exempted company incorporated with limited liability (“Cayman I”), GST AUTOLEATHER, INC., a Delaware corporation (the “Borrower”), each Lender from time to time party thereto, Royal Bank, as Administrative Agent and Collateral Agent, and each other party thereto have entered into the Credit Agreement dated as of July 11, 2014 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in or a charge over (as applicable), all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade

dress, logos, other source or business identifiers, designs and general intangibles of like nature, now owned or hereafter used, adopted or acquired, and all registrations and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”) and

(b) all goodwill associated therewith or symbolized by the Trademarks

excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks, or equivalent office or officer in United States Patent and Trademark Office, record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

GST AUTOLEATHER, INC.,
as Initial Grantor

By: 

Name: Eric S. Evans

Title: Chief Financial Officer

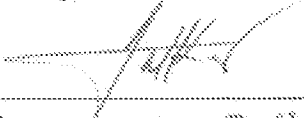
[GST - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005320 FRAME: 0821

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____

Name:


Rodica Dutka

Title:

Manager, Agency

SCHEDULE I

Trademarks and Trademark Applications

See attached.

GST TRADEMARKS

Country	Trademark	Owner	Regis. No.	Regis. Date	Class	Notes
U.S.	GST AutoLeather + Logo	GST AutoLeather, Inc.	3,863,285	10/19/10	18	
U.S.	Seton	GST AutoLeather, Inc.	789255	5/11/65	18	
U.S.	Seton and Design	GST AutoLeather, Inc.	1681208	3/31/92	18	
MEXICO	GST AutoLeather	GST AutoLeather, Inc.	874127	3/30/05	18	
EUROPEAN UNION	Seton	GST AutoLeather, Inc.	004383683	4/19/06	18	
EUROPEAN UNION	Seton and Design	GST AutoLeather, Inc.	004383691	3/23/06	18	
GERMANY	Seton and Design	GST AutoLeather, Inc.	39801732.8/18	4/1/98	?	
SOUTH AFRICA	Seton and Design	GST AutoLeather, Inc.	98/0569	8/2/01	?	
MADRID PROTOCOL APP.	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	2/15/11	18	
JAPAN	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	1/13/12	18	
AUSTRALIA	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684/1418405	7/12/11	18	
RUSSIA	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	7/13/12	18	
VIETNAM	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	4/6/12	18	
MOROCCO	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	7/18/11	18	
GERMANY	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684/3863285	8/23/11	18	
FRANCE	GST AutoLeather + Logo	GST AutoLeather, Inc.			18	Application in process
UNITED KINGDOM	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	11/8/11	18	

Country	Trademark	Owner	Regis. No.	Regis. Date	Class	Notes
ITALY	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	12/6/11	18	
SPAIN	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	5/9/11	18	
POLAND	GST AutoLeather + Logo	GST AutoLeather, Inc.			18	Application in process
ROMANIA	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	2/27/12	18	
BENELUX	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	1/20/12	18	
PORTUGAL	GST AutoLeather + Logo	GST AutoLeather, Inc.			18	Application in process
CZECH REP.	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	9/16/11	18	
HUNGARY	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	12/1/11	18	
AUSTRIA	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	8/22/11	18	
BOSNIA/HERZEGOVINA	GST AutoLeather + Logo	GST AutoLeather, Inc.	1070684	4/4/12	18	