# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312743

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|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| MAUSER USA, LLC (FORMERLY KNOWN AS MAUSER CORP.) | FORMERLY MAUSER CORP. | 07/31/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | CREDIT SUISSE AG, AS COLLATERAL AGENT |
| **Street Address:** | 11 MADISON AVENUE |
| **City:** | NEW YORK |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10010 |
| **Entity Type:** | CORPORATION: SWITZERLAND |

**PROPERTY NUMBERS Total: 4**

| Property Type | Number | Word Mark |
|---|---|---|
| **Serial Number:** | 76504704 | DELCON |
| **Serial Number:** | 76504705 | DELDRUM |
| **Serial Number:** | 73429970 | DELEX |
| **Serial Number:** | 76504706 | DEL-LOC EXTRA |

**CORRESPONDENCE DATA**

**Fax Number:**

***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.***

**Email:** NTABAH@MILBANK.COM
**Correspondent Name:** NANGAH TABAH
**Address Line 1:** ONE CHASE MANHATTAN PLAZA
**Address Line 2:** MILBANK, TWEED, HADLEY & MCCLOY LLP
**Address Line 4:** NEW YORK, NEW YORK 10005

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 28302.61200 |
| **NAME OF SUBMITTER:** | NANGAH TABAH |
| **SIGNATURE:** | /Nangah Tabah # 71,824/ |
| **DATE SIGNED:** | 08/01/2014 |
| **Total Attachments: 5** | |

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# NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 31, 2014, made by MAUSER USA, LLC, a Delaware limited liability company having a principal place of business at 35-C Cotters Lane, East Brunswick, New Jersey 08816 (the "Grantor"), in favor of CREDIT SUISSE AG, having a principal place of business at Eleven Madison Avenue, New York, New York 10010 (in such capacity, the "Collateral Agent"), as administrative agent for the banks and other financial institutions (collectively, the "Lenders") from time to time party to the Second Lien Credit Agreement (as defined below) and as collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among the Parent Borrower, the U.S. Borrower, the other Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower and the U.S. Borrower, the "Borrowers"), the Collateral Agent and the Lenders, the Lenders have severally agreed to make the Initial Term Loans, the Initial Acquisition / Capex Loans and the Initial Revolving Loans (collectively, the "Loans") to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor, U.S. Borrower, Intermediate Dutch Holdings, Intermediate U.S. Holdings and certain U.S. Subsidiaries of the Parent Borrower have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including, without limitation, Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Second Lien Guarantee and Collateral Agreement, it granted to the Collateral



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Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

SECTION 5. Governing Law. This Agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAUSER USA, LLC,
as Grantor,

By: _____
Name: Hans-Peter Schaefer
Title: Director

[SIGNATURE PAGE TO MILLENNIUM NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: _____
Name: ROBERT HETU
Title: AUTHORIZED SIGNATORY

By: _____
Name: Lingzi Huang
Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

| Trademark | Application Number | Application Date | Registration Number | Registration Date |
|---|---|---|---|---|
| DELCON | 76504704 | 04/04/2003 | 2,819,362 | 03/02/2004 |
| DELDRUM | 76504705 | 04/04/2003 | 2,819,363 | 03/02/2004 |
| DELEX | 73429970 | 06/13/1983 | 1,325,859 | 03/19/1985 |
| DEL-LOC EXTRA | 76504706 | 04/04/2003 | 2,819,364 | 03/02/2004 |