

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315044

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriMark USA, LLC		08/22/2014	LIMITED LIABILITY COMPANY: DELAWARE
TriMark ERF, Inc.		08/22/2014	CORPORATION: DELAWARE
Federighi Design, Inc.		08/22/2014	CORPORATION: CALIFORNIA
Strategic Equipment and Supply Corporation		08/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch as first lien collateral agent
Street Address:	Eleven Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2753687	TRIMARK
Registration Number:	2759484	
Registration Number:	2492222	BIGTRAY
Registration Number:	2516648	BIGTRAY
Registration Number:	3279670	FEDERIGHI DESIGN INC. ESTABLISHED 1942
Registration Number:	4556639	ORDERUPEQUIPMENT.COM
Registration Number:	2817868	STRATEGIC
Registration Number:	3859948	STRATEGIC

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: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

TRADEMARK

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera, Legal Assistant

SIGNATURE: /Marina Kelly, Thomson Reuters/

DATE SIGNED: 08/25/2014

Total Attachments: 6

source=2 12 FL TM Agmt#page1.tif

source=2 12 FL TM Agmt#page2.tif

source=2 12 FL TM Agmt#page3.tif

source=2 12 FL TM Agmt#page4.tif

source=2 12 FL TM Agmt#page5.tif

source=2 12 FL TM Agmt#page6.tif

EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 22, 2014 (this "Agreement"), among TriMark USA, LLC, TriMark ERF, Inc., Federighi Design, Inc. and Strategic Equipment and Supply Corporation (each, a "Grantor" and collectively, the "Grantors") and Credit Suisse AG, Cayman Islands Branch, as first lien collateral agent (in such capacity, together with its successors and assigns, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of August 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among TMK Hawk MidCo, Corp., a Delaware corporation ("Holdings"), TMK Hawk Parent, Corp., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto Credit Suisse AG, Cayman Islands Branch, as the first lien administrative agent, and (b) the First Lien Collateral Agreement dated of August 22, 2014 (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantors are each Affiliates of the Borrower and each is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of each such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRIMARK ERF, INC., as Grantor

By: 

Name: George Courtot

Title: Assistant Treasurer

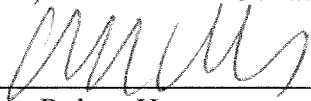
**FEDERIGHI DESIGN, INC.,
STRATEGIC EQUIPMENT AND SUPPLY
CORPORATION,
TRIMARK USA, LLC**
as Grantors

By: 

Name: George Courtot

Title: Treasurer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as First Lien Collateral Agent**

By 
Name: Robert Hetu
Title: Authorized Signatory

By 
Name: Michael Spaight
Title: Authorized Signatory

Schedule I

Owner	Serial Number or Registration Number	Mark
TriMark USA, LLC	2,753,687	TRIMARK
TriMark USA, LLC	2,759,484	Three Ring Design
TriMark ERF, Inc.	2,492,222	BigTray
TriMark ERF, Inc.	2,516,648	BigTray and Design
Federighi Design, Inc.	3,279,670	Federighi Design, Inc. Established 1942 and Design
TriMark ERF, Inc.	4,556,639	ORDERUPEQUIPMENT.COM
Strategic Equipment and Supply Corporation	2,817,868	STRATEGIC (and design)
Strategic Equipment and Supply Corporation	3,859,948	STRATEGIC