

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM315166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second 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 Second 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:			
<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:	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:	08/26/2014
Total Attachments: 6 source=3 23. SL TM Agmt#page1.tif source=3 23. SL TM Agmt#page2.tif source=3 23. SL TM Agmt#page3.tif source=3 23. SL TM Agmt#page4.tif source=3 23. SL TM Agmt#page5.tif source=3 23. SL TM Agmt#page6.tif	

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. TriMark USA, LLC
2. TriMark ERF, Inc.
3. Federighi Design, Inc.
4. Strategic Equipment and Supply Corporation

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. LLC-DE; 2. Corp.-DE; 3. Corp.-CA; 4. Corp.-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 22, 2014

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Credit Suisse AG, Cayman Islands Branch, as

Street Address: Eleven Madison Avenue, 23rd Floor

City: New York

State: NY

Country: USA Zip: 10010

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 22, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXECUTION VERSION

SECOND 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 Second Lien collateral agent (in such capacity, together with its successors and assigns, the “Second Lien Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of August 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “Second 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 Second Lien administrative agent, and (b) the Second Lien Collateral Agreement dated of August 22, 2014 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Second Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second 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 Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of each 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 Second Lien Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Second 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 Second 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. Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second 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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Second Lien Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the Liens and security interests granted in favor of the Senior Secured Parties, including Liens and security interests granted to the First Lien Administrative Agent, pursuant to or in connection with the First Lien Credit Agreement, and (ii) the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and the terms of this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern.

SECTION 6. 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 7. 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

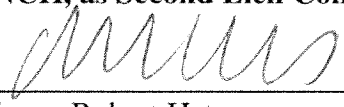
as Grantors

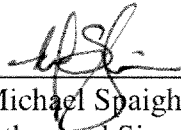
By: 

Name: George Courtot

Title: Treasurer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Second 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