

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Cremer North America, L.P.		10/06/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	425 Walnut Street		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3827271	ADOL	
Registration Number:	3525786	NEXSOL	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	027656-201/1707/TSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	10/21/2014		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”), dated as of October 6, 2014, is made by and between PETER CREMER NORTH AMERICA, L.P., a Delaware limited partnership (“Pledgor”) in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Agent for the benefit of the Secured Parties (“Agent”).

RECITALS:

WHEREAS, it is a condition of that certain Financing Agreement by and among Pledgor, Agent, LC Issuer, the Lenders from time to time party thereto, and the other Credit Parties from time to time party thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Financing Agreement”), that Pledgor enter into this Agreement. Capitalized terms used in this Agreement without definition have the meanings ascribed to such terms in the Financing Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1 Definitions. As used herein, the following terms shall have the following meanings:

“Collateral” shall mean, with respect to Pledgor, collectively, all of Pledgor’s existing and future (a) Trademarks; (b) Licenses; (c) all of the goodwill of Pledgor’s business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (d) proceeds of any of the foregoing.

“Financing Agreement” shall have the meaning ascribed thereto in the recitals to this Agreement.

“Licenses” shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule A attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Pledgor and now or hereafter covered by such licenses.

“PTO” shall mean the United States Patent and Trademark Office in Washington, D.C.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof; (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (c) the right to sue for past, present and future infringements thereof; and (d) all rights corresponding thereto throughout the world.

Section 2 Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

Section 3 Representations and Warranties. Pledgor represents and warrants to Agent and the Lenders that as of the date hereof:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) Except for Permitted Liens, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including without limitation, pledges, assignments, licenses (except for any licenses of point-of-sale software in the ordinary course of business), registered user agreements (other than customary user agreements relating to licenses with respect to which Pledgor is a licensee) and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect; and

(f) Pledgor is the true and lawful owner or licensee of the Trademarks listed on Schedule A attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks registered in the PTO that Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule A. Pledgor further warrants that it is aware of no third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe any registered trademark or registered service mark in a manner which would not reasonably be expected to have a Material Adverse Effect.

Section 4 Further Assignment Prohibited. No Pledgor shall enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral (except for any licenses of point-of-sale software in the ordinary course of business) other than in the ordinary course of business consistent with past practice without Agent's prior written consent which shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

Section 5 Right to Inspect. Pledgor hereby grants to Agent and Lenders and their employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in Section 5.9 of the Financing Agreement.

Section 6 Standard Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall further conform its usage of any material trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, TM, and SM where appropriate.

Section 7 Event of Default. If an Event of Default shall occur, Pledgor irrevocably authorizes and

empowers Agent, on behalf of the Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including reasonable attorney's fees and expenses and reasonable brokers' fees), Agent shall apply such proceeds as provided in the Financing Agreement. Any remainder of the proceeds, after Payment in Full of the Obligations, shall be distributed in accordance with Chapter 1309 of the Ohio Revised Code. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

Section 8 Termination. Upon Payment in Full of the Obligations, this Agreement shall terminate and Agent shall execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Section 9, Section 11, Section 22, Section 23, Section 24, Section 25, Section 26, and Section 27 shall survive any termination of this Agreement.

Section 9 Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer material to Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorney's fees and expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any material taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid, shall be added to the principal amount of the Secured Obligations.

Section 10 Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, unless Pledgor determines in the reasonable business judgment of Pledgor that the maintenance of such collateral is no longer necessary, Pledgor shall have the duty to prosecute diligently any trademark application pending as of the date of this Agreement or thereafter until the Payment in Full of the Obligations, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

Section 11 Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the

Collateral. Agent shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, reasonable costs and expenses, including reasonable attorney's fees and expenses incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgor.

Section 12 Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

Section 13 Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after reasonable notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent on demand in full for all reasonable expenses, including reasonable attorney's fees and expenses, incurred by Agent in protecting, defending and maintaining the Collateral.

Section 14 Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

Section 15 New Collateral. If, before the Payment in Full of the Obligations, Pledgor shall obtain rights to any new Collateral, the provisions of Section 2 and Section 7 hereof shall automatically apply thereto as if the same were identified on Schedules A or B attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof.

Section 16 Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A or B to include any future Collateral as contemplated by Section 2 and Section 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A or B shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may refile or re-record this Agreement with the PTO, together with any such modification to Schedules A or B.

Section 17 No Waiver. No course of dealing between Pledgor and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 18 Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

Section 19 Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such

invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

Section 20 Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Financing Agreement, the provisions of this Agreement shall control.

Section 21 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

Section 22 Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Financing Agreement, and, if to a Lender, mailed or delivered to it, addressed to the address of such Lender specified on the signature pages of the Financing Agreement. Any notice required, permitted or contemplated hereunder shall be in writing and addressed to the party to be notified at the address set forth in the Financing Agreement or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed validly given (i) three days following deposit in the U.S. certified mails (return receipt requested), with proper postage prepaid, or (ii) the next Business Day after such notice was delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement satisfactory with such carrier, made for the payment thereof, or (iii) upon receipt of notice given by facsimile or personal delivery.

Section 23 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cincinnati, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any instrument, agreement or document executed in connection therewith, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 24 Indemnity. Pledgor will reimburse each Lender, on such Lender's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by such Lender or Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

Section 25 Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8) those obligations and the security interest so granted shall continue in full effect until

terminated pursuant to Section 8, regardless of the lapse of time, regardless of the fact that there may be a time or times when no Secured Obligations are outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Secured Obligations for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to Pledgor, whether or not liability therefor constitutes Secured Obligations, or any failure or refusal of Agent or any Lender to grant any other credit to Pledgor even if Agent or any Lender thereby breaches any duty or Commitments to Pledgor or any other Person;

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Secured Obligations;

(c) any extension, renewal, or refinancing of the Secured Obligations in whole or in part;

(d) any amendment, restatement, or other modification of any kind in, to, or of any Loan Document, or any consent or other indulgence granted to Pledgor, or any waiver of any Event of Default (under this Agreement or the Financing Agreement);

(e) any acceptance of security on the Secured Obligations or any part thereof, or any release of any security, whether or not Agent or any Lender receive consideration for the release;

(f) any discharge of the Secured Obligations in whole or in part under any bankruptcy or insolvency law or otherwise;

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Secured Obligations or any part thereof or any security therefor;

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by Pledgor, or

(i) any defense that may now or hereafter be available to Pledgor, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Secured Obligations or any part thereof or of any Loan Document.

Section 26 No Setoff. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Lender and (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement.

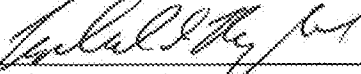
Section 27 JURY TRIAL WAIVER. PLEDGOR, AGENT AND LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED

BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

[Remainder of page intentionally omitted.]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first mentioned above.

PETER CREMER NORTH AMERICA, L.P.

By: 
Michael Haught, CEO

U.S. BANK NATIONAL ASSOCIATION

By: _____
Troy H. Bell, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005385 FRAME: 0215

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first mentioned above.

PETER CREMER NORTH AMERICA, L.P.

By: _____
Michael Haught, CFO

U.S. BANK NATIONAL ASSOCIATION

By: Troy H. Bell
Troy H. Bell, Vice President

SCHEDULE A

Trademarks

Mark	Country	Listed Owner	Serial No.	Status	Registration No.	Registration/Application Date
ADOL	U.S.A.	Peter Cremer North America, LP	77-839,288	Live	3,827,271	August 3, 2010
NEXSOL	U.S.A.	Peter Cremer North America, LP	78771526	Live	3,525,786	October 28, 2008

SCHEDULE B

Trademark Licenses

NONE