

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METALOGIX INTERNATIONAL GMBH		12/01/2014	LIMITED LIABILITY COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	FIFTH STREET MANAGEMENT LLC, AS ADMINISTRATIVE AGENT		
Street Address:	777 West Putnam Avenue, 3rd Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3481601	AXCELER	
Serial Number:	85255200	METALOGIX	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	28514/158		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	12/01/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of December 1, 2014, is entered into by and between **METALOGIX INTERNATIONAL GMBH**, a limited liability company organized under the laws of Switzerland (the “**Grantor**”) and **FIFTH STREET MANAGEMENT LLC** (the “**Assignee**”), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of December 1, 2014, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), and pursuant to that certain Credit Agreement, dated as of December 1, 2014, among Grantor, Assignee, the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”).

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement.

In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE. Each party hereto submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the State and Federal courts of the State of New York, and appellate courts from any thereof.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

METALOGIX INTERNATIONAL GMBH

By: _____

Name: Frederick Rolandi

Title: Director

Address of Grantor:

Schwertstrasse 1, CH-8200

Schaffhausen, Switzerland

[Signature Page to Trademark Security Agreement]

ASSIGNEE:

FIFTH STREET MANAGEMENT LLC,

as Administrative Agent

By: Ivelin M. Dimitrov

Name: Ivelin M. Dimitrov

Title: Chief Investment Officer

Address of Assignee:

Fifth Street Management LLC

777 West Putnam Avenue, 3rd Floor

Greenwich, CT 06830

Attention: General Counsel

Fax: (203) 681-3879

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005410 FRAME: 0487

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Registered Trademarks

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Registration/ Application No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Metalogix International GmbH	US	3481601	8/5/08	4/9/07	Metalogix International GmbH	Axceler
Metalogix International GmbH	CTM	010277846	5/22/13	9/20/11	Metalogix International GmbH	@PAM
Metalogix International GmbH	CTM	010277895	2/24/13	9/20/11	Metalogix International GmbH	Exchange@PAM
Metalogix International GmbH	CTM	010277929	3/13/13	9/20/11	Metalogix International GmbH	File@PAM
Metalogix International GmbH	CTM	010547404	5/22/12	1/19/12	Metalogix International GmbH	METALOGIX
Metalogix International GmbH	CTM	010277986	1/30/12	9/20/11	Metalogix International GmbH	Metalogix Archive Manager
Metalogix International GmbH	CTM	010278083	10/1/13	9/20/11	Metalogix International GmbH	PAM
Metalogix International GmbH	CTM	010277961	5/8/13	9/20/11	Metalogix International GmbH	PAM4Exchange
Metalogix International GmbH	CTM	010277952	3/8/13	9/20/11	Metalogix International GmbH	PAM4Files
Metalogix International GmbH	CTM	010278059	2/28/13	9/20/11	Metalogix International GmbH	PAM4Share
Metalogix International GmbH	CTM	010277945	3/19/13	9/20/11	Metalogix International GmbH	Share@PAM

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Metalogix International GmbH	US	85255200	4/5/11	Metalogix International GmbH	Metalogix

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