

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM326575

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q HOLDING COMPANY		12/18/2014	CORPORATION: DELAWARE
LEXINGTON RUBBER GROUP, INC.		12/18/2014	CORPORATION: DELAWARE
QUADRA, INC.		12/18/2014	CORPORATION: WISCONSIN
TAC MATERIALS, INC.		12/18/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS COLLATERAL AGENT		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1929679	LEXINGTON MEDICAL	
Registration Number:	4233670	MED/LIMTECH	
Registration Number:	3625147	LEXINGTON	
Registration Number:	4389490	QSR	
Registration Number:	4321120	QSR	
Registration Number:	4389491	QUADRA	
Registration Number:	4374949	QUADRA	
Registration Number:	4463658	Q QURE · MEDICAL	
Registration Number:	4463659	QURE MEDICAL	
Registration Number:	4321121	WHEN PRECISION MATTERS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
TRADEMARK			

CH \$265.00 1929679

Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00160

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 12/18/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated December 18, 2014, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Royal Bank of Canada (“Royal Bank”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Q Bidco, LLC, a Delaware limited liability company (prior to the consummation of the Acquisition, the “Initial Borrower”), Q Holding Company, a Delaware corporation (the “Company” and immediately after the consummation of the Acquisition, the “Borrower”), LPC Holding Company, a Delaware corporation (“LPC Holdings” and after consummation of the Acquisition, “Holdings”), Royal Bank, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 18, 2014 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Initial Borrower and, immediately following the consummation of the Acquisition, the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to incur Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party but for the fact that

such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Q HOLDING COMPANY
LEXINGTON RUBBER GROUP, INC.
QUADRA, INC.
TAC MATERIALS, INC.,
each as an Initial Grantor

By: 
Name: Dennis Wellhouse
Title: Chief Financial Officer

ROYAL BANK OF CANADA,
as Collateral Agent,

By: 

Name:

Rodica Dutka

Title:

Manager, Agency

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Owner	Mark	Country	Reg. No.	Status
Lexington Rubber Group, Inc.	LEXINGTON MEDICAL	United States	1,929,679	Registered
QUADRA, INC.	MED/LIMTECH	United States	4,233,670	Registered
Q Holding Company	LEXINGTON	United States	3,625,147	Registered
Q Holding Company	QSR	China	12190149	Registered
Q Holding Company	QSR Script Design	United States	4,389,490	Registered
Q Holding Company	QSR	Hong Kong	N/A	Pending (Application No. 302923920)
Q Holding Company	QSR QUALITY SYNTHETIC RUBBER	CTM (EU)	11599818	Registered
Q Holding Company	QSR	United States	4,321,120	Registered
Q Holding Company	QUADRA & Design	United States	4,389,491	Registered
Q Holding Company	QUADRA	United States	4,374,949	Registered
Q Holding Company	QURE MEDICAL & Design	China	N/A	Pending (Application No. 14290524)
Q Holding Company	QURE MEDICAL & Design	China	N/A	Pending (Application No. 12190524)
Q Holding Company	QURE MEDICAL & Design	CTM (EU)	11599768	Registered
Q Holding Company	QURE MEDICAL & Design	Hong Kong	N/A	Pending (Application No. 302923849)
Q Holding Company	QURE MEDICAL & Design	United States	4,463,658	Registered
Q Holding Company	QURE MEDICAL in Chinese Characters	China	N/A	Pending (Application No. 14290525)
Q Holding Company	QURE MEDICAL in Chinese Characters	China	N/A	Pending (Application No. 1429056)
Q Holding Company	QURE MEDICAL in Chinese Characters	Hong Kong	N/A	Pending (Application No. 302934298)
Q Holding Company	QURE MEDICAL	China	N/A	Pending (Application No. 14166727)
Q Holding Company	QUREMEDICAL	China	N/A	Pending (Application No. 14166728)
Q Holding Company	QURE MEDICAL	China	N/A	Pending (Application No. 14166726)
Q Holding Company	QURE MEDICAL	China	12190150	Registered
Q Holding	QURE MEDICAL	CTM (EU)	11599743	Registered

Owner	Mark	Country	Reg. No.	Status
Company				
Q Holding Company	QURE MEDICAL	Hong Kong	302923821	Registered
Q Holding Company	QURE MEDICAL	United States	4,463,659	Registered
Q Holding Company	WHEN PRECISION MATTERS	United States	4,321,121	Registered
Lexington Rubber Group, Inc.	LEXINGTON MEDICAL	United States	1,929,679	Registered