

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331723

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement Supplement for Intellectual Property
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bridge Holdco 3 Ltd.		02/09/2015	Company: UNITED KINGDOM
Bridge FinCo, LLC		02/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Bridge Holdco 4 Ltd.		02/09/2015	Company: UNITED KINGDOM
Bridon Limited		02/09/2015	Company: UNITED KINGDOM
Bridon-American Corporation		02/09/2015	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada
<b>Street Address:</b>	Thames Court, One Queenhithe
<b>Internal Address:</b>	Attn: Manager Loans Agency
<b>City:</b>	London
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EC4V 3DQ
<b>Entity Type:</b>	Bank: UNITED KINGDOM

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2894386	BRIDON TIGER BLUE
Registration Number:	2883693	BRIDON TIGER BLUE
Registration Number:	1989801	TIGER BRAND
Registration Number:	1980939	
Registration Number:	2007591	SILVER STRAND
Registration Number:	1314303	
Registration Number:	1142219	CONSTRUCTEX
Registration Number:	1045271	
Registration Number:	3533413	STYLITE
Registration Number:	2799569	BRISTAR
Registration Number:	0741484	BLUE STRAND
Registration Number:	0745276	
Registration Number:	1087591	BRIDON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2915427	DIAMOND BLUE
Registration Number:	0691882	DYFORM

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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.*

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

**Correspondent Name:** Joanna McCall

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** National Corporate Research, Ltd.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F153909-C012617

**NAME OF SUBMITTER:** Bina Nayee

**SIGNATURE:** /Bina Nayee/

**DATE SIGNED:** 02/10/2015

**Total Attachments: 7**

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SECURITY AGREEMENT SUPPLEMENT  
FOR INTELLECTUAL PROPERTY

SUPPLEMENT FOR INTELLECTUAL PROPERTY NO. 1 (this “Supplement”) dated as of February 9, 2015, to the Second Lien Security Agreement dated as of November 12, 2014 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) among the Grantors as defined therein, and Royal Bank of Canada (“RBC”), as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”).

A. Reference is made to that certain Second Lien Credit Agreement dated as of November 12, 2014 as amended by that certain Amendment dated as of December 5, 2014 and as further amended by that certain Amendment dated as of January 9, 2015 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Bridge Holdco 3 Ltd., a private company incorporated and registered in England and Wales with company number 09297372 (“Holdings”), Bridge FinCo, LLC, a Delaware limited liability company (the “Borrower”), Bridge Holdco 4 Ltd., a private company incorporated and registered in England and Wales with company number 09248710 (“Intermediate Holdings”), RBC, as administrative agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”), and collateral agent (in such capacity and together with its successors and permitted assigns, the “Collateral Agent”), each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions therein.

B. 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.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans. Section 6.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Persons (the “New Grantors”) are executing this Supplement in accordance with the requirements of the Credit Agreement to become Grantors under the Security Agreement in order to induce the Lenders to make Loans from time to time.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 6.14 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement 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. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each New Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the Collateral owned by such New Grantor consisting of (i) issued and pending Patents in the United States Patent and Trademark Office, (ii) registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded ITU Applications) and (iii) registered Copyrights in the United States Copyright Office and (b) set forth under its signature hereto is the true and correct legal name of such New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Collateral”):

(a) the registered and applied-for Copyrights, Trademarks and Patents of such Grantor listed on Schedule I attached hereto;

(b) the exclusive Copyright Licenses to which such Grantor is a party listed on Schedule I attached hereto;

(c) all Proceeds of any of the foregoing;

*provided* that (i) this Supplement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement; and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

SECTION 6. The grant of a security interest in the Collateral by each New Grantor under this Supplement 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 Supplement secures the payment of all amounts that constitute part of the Obligations and that would be owed by such New 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 7. Grants, Rights and Remedies. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each New 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 Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. Each New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement 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.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

SECTION 14. Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the Liens and Security Interest granted to the Collateral Agent pursuant to this Supplement are expressly subordinated to those granted to the First Lien Collateral Agent pursuant to the First Lien Security Agreement and (ii) the Liens and Security Interest granted to the Collateral Agent pursuant to this Agreement and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent hereunder, in each case, is subject to the provisions of the Second Lien Intercreditor Agreement (and any other intercreditor agreement). In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) and this Supplement, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement) shall govern and control.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

**BRIDON-AMERICAN CORPORATION**

Jurisdiction of Formation:  
**New York**

Address Of Chief Executive Office:  
**280 New Commerce Blvd  
Wilkes-Barre, Pennsylvania 18706**

Organization Identification Number:  
**90820**

By:   
Name: Roman Duch  
Title: Secretary

**BRIDON LIMITED**

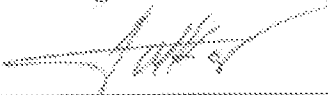
Jurisdiction of Formation:  
**England and Wales**

Address Of Chief Executive Office:  
**Icon Building, First Point, Balby Carr Bank  
Doncaster, South Yorkshire  
DN 5JQ United Kingdom**

Organization Identification Number:  
**00198474**

By:   
Name: Roman Duch  
Title: Director



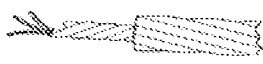
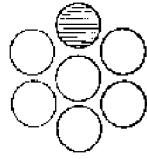
ROYAL BANK OF CANADA,  
as Collateral Agent

By:   
Name: Rodica Dufka  
Title: Manager, Agency

SCHEDULE I  
TO SUPPLEMENT FOR INTELLECTUAL PROPERTY NO. 1 TO THE  
SECOND LIEN SECURITY AGREEMENT

**United States Applied for and Registered Intellectual Property**

Trademark Registrations and Trademark Applications

Owner	Trademark No.	Status	Registration Date	Mark
Bridon-American Corporation	2894386	Registered	19-Oct-2004	BRIDON TIGER BLUE
Bridon-American Corporation	2883693	Registered	14-Sep-2004	BRIDON TIGER BLUE 
Bridon-American Corporation	1989801	Registered	30-Jul-1996	TIGER BRAND
Bridon-American Corporation	1980939	Registered	18-Jun-1996	
Bridon-American Corporation	2007591	Registered	15-Oct-1996	SILVER STRAND
Bridon-American Corporation	1314303	Registered	15-Jan-1985	
Bridon-American Corporation	1142219	Registered	09-Dec-1980	CONSTRUCTEX
Bridon-American Corporation	1045271	Registered	03-Aug-1976	
Bridon Limited	3533413	Registered	18-Nov-2008	STYLITE STYLITE
Bridon Limited	2799569	Registered	30-Dec-2003	BRISTAR
Bridon Limited	0741484	Registered	04-Dec-1962	BLUE STRAND



Owner	Trademark No.	Status	Registration Date	Mark
Bridon Limited	0745276	Registered	19-Feb-1963	
Bridon Limited	1087591	Registered	21-Mar-1978	BRIDON BRIDON
Bridon Limited	2915427	Registered	04-Jan-2005	DIAMOND BLUE 
Bridon PLC Company <sup>1</sup>	0691882	Registered	26-Jan-1960	DYFORM DYFORM

Patents and Patent Applications

Owner	Patent No.	Status	Registration Date	Patent Title
Bridon PLC Company <sup>2</sup>	5797254	Registered	25-Aug-1998	High strength core for wire ropes
Bridon PLC Company <sup>3</sup>	6360522	Registered	26-Mar-2002	Rope for conveying systems

Copyrights Registrations

None.

Exclusive Copyright Licenses

None.

<sup>1</sup> Note to Lender: Title will be updated shortly after Closing.

<sup>2</sup> Note to Lender: Title will be updated shortly after Closing.

<sup>3</sup> Note to Lender: Title will be updated shortly after Closing.