

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332315

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SABERT CORPORATION		09/29/2014	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	TWO TOWER CENTER BOULEVARD
City:	EAST BRUNSWICK
State/Country:	NEW JERSEY
Postal Code:	08816
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77575290	G GAGE
Serial Number:	77575289	GAGE
Serial Number:	73051781	PICK-A-PART
Serial Number:	76695825	ENJOY
Serial Number:	76704339	IT'S YOUR BRAND IN THEIR HAND
Serial Number:	76703937	LOCK OUT TAMPERING, LOCK IN PROFITS
Serial Number:	76703752	SURESTRIP
Serial Number:	76699393	ULTRASTACK

CORRESPONDENCE DATA

Fax Number: 7327266603

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: (732) 855-6046

Email: sbordon@wilentz.com

Correspondent Name: PETER R. HERMAN, ESQ.

Address Line 1: 90 Woodbridge Center Drive

Address Line 2: Wilentz, Goldman & Spitzer, P.A.

Address Line 4: Woodbridge, NEW JERSEY 07095

OP \$215.00 77575290

NAME OF SUBMITTER:	Peter R. Herman, Esq.
SIGNATURE:	/prh/
DATE SIGNED:	02/17/2015
Total Attachments: 7 source=agr#page1.tif source=agr#page2.tif source=agr#page3.tif source=agr#page4.tif source=agr#page5.tif source=agr#page6.tif source=agr#page7.tif	

**SECOND AMENDMENT TO PATENTS, TRADEMARKS
AND COPYRIGHT SECURITY AGREEMENT**

This Second Amendment to Patents, Trademarks and Copyrights Security Agreement made as of the 29th day of September, 2014 (this "Amendment") by and between **SABERT CORPORATION** ("Grantor"), a corporation organized under the laws of the State of New Jersey, and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), a national banking association, as Agent (the "Agent"), for itself and other Lenders.

W I T N E S S E T H:

WHEREAS, PNC, as an Agent and as a Lender, Wells Fargo Bank, N.A. (successor-in-interest by merger to Wachovia Bank, N.A.) as a Lender, JPMorgan Chase, as a Lender, Grantor, and other parties related to the Grantor previously entered into commercial lending arrangements in accordance with the terms and conditions of a certain Amended and Restated Loan and Security Agreement dated November 9, 2007, as amended from time to time (the "2007 Loan Agreement");

WHEREAS, in connection with the execution and delivery of the 2007 Loan Agreement, the Grantor also executed and delivered in favor of the Agent a certain Patents, Trademarks, and Copyrights Security Agreement dated November 9, 2007, as amended (the "IP Security Agreement").

WHEREAS, in connection with the execution and delivery of a certain Second Amended and Restated Loan and Security Agreement of herewith by and among the Agent, Lenders, Grantor, and other parties related to the Grantor, parties hereto have agreed, among other things, to update and add new intellectual property to the IP Security Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The first "WHEREAS" clause contained on page 1 of the IP Security Agreement is hereby amended to read as follows:

WHEREAS, pursuant to a certain Second Amended and Restated Loan and Security Agreement (as same may be amended, modified or supplemented from time to time, the "Loan Agreement") and other loan documents either previously, simultaneously, or to be executed in connection therewith (as same may be amended, modified or supplemented from time to time, all of which are, together with the Loan Agreement, collectively referred to as the "Loan Documents") dated September 29, 2014 by and among the Grantor, SABERT HOLDING CORP., a corporation organized under the laws of the State of New Jersey ("SHC"), SABERT CORPORATION, a corporation organized under the laws of the State of New Jersey ("Sabert"), SABERT ASIA HOLDINGS LIMITED, a corporation organized under the laws of Hong Kong ("Sabert Asia"), SABERT CORPORATION EUROPE, S.A., a corporation organized under the laws of Belgium ("Sabert Europe"), STN REALTY, LLC, a limited liability company organized under the laws of the State of New Jersey ("STNRNJ"), STN REALTY CALIFORNIA, LLC, a limited liability company organized under the laws of the State of California ("STNRC"), STN REALTY KENTUCKY, LLC, a limited liability company organized under the laws of the State of Delaware ("STNRK"), SDC NJ, LLC, a limited liability company organized under the laws of the State of New Jersey ("SDC"), NUVIDA PLASTIC TECHNOLOGY, INC. (formerly known as The Earth Village Recycling Company, a corporation organized under the laws of the State of Delaware, ("Nuvida") and STN REALTY DELAWARE, LLC, a limited liability company under the laws of the State of Delaware, ("STNRDE") (SHC, Sabert, Sabert Asia, Sabert Europe, STNRNJ, STNRC, STNRK, SDC, Nuvida and STNRDE, each a "Borrower" and collectively "Borrowers"), PNC, and various financial institutions named therein or which hereafter become a party thereto (together with PNC collectively, "Lenders") and PNC as agent for Lenders (in such capacity, "Agent"), the Lenders have agreed to make certain loans and other credit facilities; and

2. Schedule B of the IP Security Agreement hereby amended to add thereto the Patents listed on the Schedule B-1 attached hereto and the Trademarks listed on C-1 attached hereto.

3. Grantor acknowledges and represents that:

(a) the IP Security Agreement, as amended hereby, is in full force and effect without any defense, claim, counterclaim, right or claim of set-off;

(b) all representations and warranties of the Grantor contained in the IP Security Agreement are true and correct in all material respects as of this date, except for any representation or warranty that specifically refers to an earlier date;

(c) Grantor has taken all necessary action to authorize the execution and delivery of this Amendment; and

(d) this Amendment is a modification of an existing obligation and is not a novation.

4. All capitalized terms contained in this Amendment shall have the same meanings ascribed to them in the Loan Agreement.

5. This Amendment may be executed in one or more counterparts, each of which shall constitute one and the same Amendment.

The execution hereof as of the day and year first above written.

SABERT CORPORATION

BY: _____


Name: **GARY ZIZNEWSKI**
Title: **Chief Financial Officer**

PNC BANK, NATIONAL ASSOCIATION

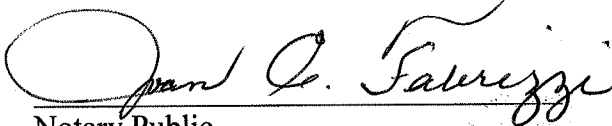
By: _____


Name: **SHARON LANDGRAF**
Title: **Senior Vice President**

STATE OF NEW JERSEY :
:SS:
COUNTY OF MIDDLESEX :

On this 29th day of September, 2014, before me, a notary public for the State of New Jersey, the undersigned officer, personally appeared **GARY ZIZNEWSKI**, who acknowledged himself to be the Chief Financial Officer of Sabert Corporation being authorized to do so, executed the foregoing therein contained by signing the name of the corporation by himself as Chief Financial Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

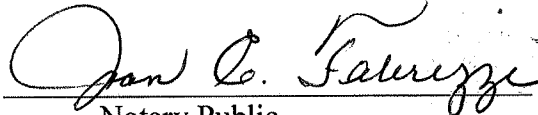

Notary Public

JOAN E. FABRIZZI
NOTARY PUBLIC, State of New Jersey
My Commission Expires Feb. 24, 2015

STATE OF NEW JERSEY :
:SS:
COUNTY OF MIDDLESEX :

On this 29th day of September, 2014, before me, a notary public for the State of New Jersey, the undersigned officer, personally appeared **SHARON LANDGRAF**, who acknowledged herself to be the Vice President of PNC BANK, NATIONAL ASSOCIATION, being authorized to do so, executed the foregoing therein contained by signing the name of the corporation by herself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

JOAN E. FABRIZZI
NOTARY PUBLIC, State of New Jersey
My Commission Expires Feb. 24, 2015


SCHEDULE B-1
(Additional Patents)

PATENTS

U.S. Patent US 8,672,166

SCHEDULE C-1
(Additional Trademarks)

TRADEMARKS

Serial No.	Reg. No.	Mark
77575290	3,707,629	G, GAGE & Design 
77575289	3,707,628	Gage
73051781	1,042,919	Pick-A-Part
76-695825	3,807,395	ENJOY
76-704339		ITS YOUR BRAND IN THEIR HAND
76-703937		LOCK OUT TAMPERING, LOCK IN PROFITS
76-703752		SURESTRIP
76-699393		ULTRASTACK