

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LTI Holdings, Inc.		04/16/2015	CORPORATION: DELAWARE
Lifetime Industries, Inc.		04/16/2015	CORPORATION: MINNESOTA
LTI Flexible Products, Inc.		04/16/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1820621	TRANSTHERM	
Registration Number:	1736565	SOLIMIDE	
Registration Number:	1131330	SOLIMIDE	
Registration Number:	3711932	SOLCOUSTIC	
Registration Number:	4572906	BIG DADDY SEALING SYSTEMS	
Registration Number:	4625805	BIG DADDY SEALING SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	93318-00195		
NAME OF SUBMITTER:	Stephanie S. Kann		

CH \$165.00 1820621

SIGNATURE:	/stephanie s. kann/
DATE SIGNED:	04/16/2015
Total Attachments: 11 source=Boyd - Second Lien IP Security Agreement - Execution Version#page1.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page2.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page3.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page4.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page5.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page6.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page7.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page8.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page9.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page10.tif source=Boyd - Second Lien IP Security Agreement - Execution Version#page11.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 16, 2015, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by LTI Holdings, Inc. (“LTI Holdings”), Lifetime Industries, Inc. and LTI Flexible Products, Inc. (each, a “Grantor”) in favor of UBS AG, Stamford Branch (“UBS”), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of April 16, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. The Second Lien Lenders (as defined below) have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of April 16, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Second Lien Credit Agreement”), by and among, *inter alios*, Pacific Merger Sub, Inc., a Delaware corporation, which on the Closing Date shall be merged with and into SPG Boyd Holdings Corp., a Delaware corporation, which on the Closing Date shall be merged with and into SPG Boyd Intermediate Holdings Corp., a Delaware corporation and LTI Holdings, a Delaware corporation, in each case, pursuant to the applicable Closing Date Merger (as defined in the Security Agreement), with LTI Holdings as the survivor of the Closing Date Mergers, GSR Intermediate Holdco, Inc., a Delaware corporation (“Holdings”), the lenders from time to time party thereto and UBS, in its capacities as administrative agent and collateral agent for the Lenders (in its capacities as administrative agent and collateral agent, together with its successors in such capacities, the “Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

- A. all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;
- C. all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Second Lien Credit Agreement, the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. *Security Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Second Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Second Lien Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

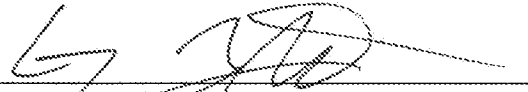
SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT

TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LTI HOLDINGS, INC.

By: 
Name: Geoff I. Miller
Title: Vice President and Secretary

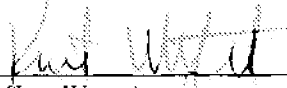
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LIFETIME INDUSTRIES, INC.

By: Kurt Wetzel
Name: Kurt Wetzel
Title: Chief Financial Officer and Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

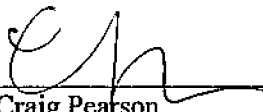
LTI FLEXIBLE PRODUCTS, INC.

By: 
Name: Kurt Wetzel
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

UBS AG, STAMFORD BRANCH,
as Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Craig Pearson
Title: Associate Director

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	X'COND	79/109276	1/30/2012	4248081	11/27/2012	LTI Holdings, Inc.
2.	TRANSTHERM	74/306660	8/24/1992	1820621	2/8/1994	Lifetime Industries, Inc.
3.	SOLIMIDE	74/218654	11/4/1991	1736565	12/1/1992	LTI Flexible Products, Inc.
4.	SOLIMIDE	73/195838	12/6/1978	1131330	2/26/1980	LTI Flexible Products, Inc.
5.	SOLCOUSTIC	77/721650	4/24/2009	3711932	11/17/2009	LTI Flexible Products, Inc.
6.	BIG DADDY SEALING SYSTEMS	85/657767	6/21/2012	4572906	7/22/2014	LTI Flexible Products, Inc.
7.	BIG DADDY SEALING SYSTEMS	85/979415	6/21/2012	4625805	10/21/2014	LTI Flexible Products, Inc.

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

	Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner
8.	TWO-PART SEAL FOR A SLIDE-OUT ROOM	10/712937	11/13/2003	6966590	11/22/2005	LIFETIME INDUSTRIES, INC.
9.	RESILIENT SEAL FOR MOBILE LIVING QUARTERS	11/466235	8/22/2006	7614676	11/10/2009	LIFETIME INDUSTRIES, INC.
10.	SEAL ASSEMBLY FOR MOBILE LIVING QUARTERS	11/621457	1/9/2007	7614677	11/10/2009	LIFETIME INDUSTRIES, INC.
11.	TRIM AND SEAL ASSEMBLIES FOR VEHICLE WITH SLIDE OUT ROOM AND METHOD OF MANUFACTURE	11/286703	11/23/2005	7540116	6/2/2009	LIFETIME INDUSTRIES, INC.
12.	GAS ANTI DIFFUSION ASSEMBLIES	12/780430	5/14/2010	8377182	2/19/2013	LIFETIME INDUSTRIES, INC.
13.	CORNER SEAL DEVICE	12/849411	8/3/2010	8382124	2/26/2013	LIFETIME INDUSTRIES, INC.
14.	OVERLAPPING COMPLEMENTARY BULB SEAL	13/306644	11/29/2011	8366168	2/5/2013	LIFETIME INDUSTRIES, INC.
15.	CORNER SEAL	13/298964	11/17/2011	8408625	4/2/2013	LIFETIME INDUSTRIES, INC.
16.	OVERLAPPING SEAL	29/429820	8/17/2012	D697640	1/14/2014	LIFETIME INDUSTRIES, INC.
17.	ADJUSTABLE RESILIENT SEAL WITH BENDABLE BULB PORTIONS	14/160122	1/21/2014	(20140203522)	(7/24/2014)	LIFETIME INDUSTRIES, INC.
18.	TONNEAU COVER SEAL	13/189093	7/22/2011	8870190	10/28/2014	LIFETIME INDUSTRIES, INC.
19.	SLIDE OUT SEAL	29/373309	3/29/2011	D648657	11/15/2011	LTI FLEXIBLE PRODUCTS, INC.
20.	SLIDE OUT SEAL	29/373308	3/29/2011	D651146	12/27/2011	LTI FLEXIBLE PRODUCTS, INC.
21.	SLIDE OUT SEAL	29/374256	7/19/2011	D669820	10/30/2012	LTI FLEXIBLE PRODUCTS,

	Title	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date	Record Owner
						INC.
22.	SEAMLESS, SELF-INSULATED FORM DUCT AND AN APPARATUS AND METHOD FOR MANUFACTURING THE SAME	13/850115	3/25/2013			LTI FLEXIBLE PRODUCTS, INC.
23.	[UNPUBLISHED]	29/465675	8/30/2013			LTI FLEXIBLE PRODUCTS, INC.
24.	[UNPUBLISHED]	29/493278	6/6/2014			LTI FLEXIBLE PRODUCTS, INC.
25.	[UNPUBLISHED]	29/493279	6/6/2014			LTI FLEXIBLE PRODUCTS, INC.
26.	[UNPUBLISHED]	29/493391	6/9/2014			LTI FLEXIBLE PRODUCTS, INC.
27.	[UNPUBLISHED]	29/503229	9/24/2014			LTI FLEXIBLE PRODUCTS, INC.
28.	[UNPUBLISHED]	29/510940	12/4/2014			LTI FLEXIBLE PRODUCTS, INC.
29.	[UNPUBLISHED]	14/242002	4/1/2014			LIFETIME INDUSTRIES, INC.
30.	[UNPUBLISHED]	14/672660	3/30/2015			LIFETIME INDUSTRIES, INC.
31.	[UNPUBLISHED]	14/589135	1/5/2015			LTI FLEXIBLE PRODUCTS, INC.
32.	[UNPUBLISHED]	14/594223	1/12/2015			LTI FLEXIBLE PRODUCTS, INC.
33.	[UNPUBLISHED]	62/103606	1/15/2015			LTI FLEXIBLE PRODUCTS, INC.
34.	[UNPUBLISHED]	14/563146	12/8/2014			LIFETIME INDUSTRIES, INC.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.

Schedule III