

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lamsco West, Inc.		04/28/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Management Limited		
Street Address:	10 New Burlington Street		
Internal Address:	6th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S 3BE		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3281434	LAMINUM	
Registration Number:	0344377	LAMINUM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2026637271		
Email:	thomas.brooke@hkllaw.com		
Correspondent Name:	Thomas W. Brooke		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	14471/1		
DOMESTIC REPRESENTATIVE			
Name:	Thomas W. Brooke, Holland & Knight LLP		
Address Line 1:	800 17th Street, NW		
Address Line 2:	Site 1100		
Address Line 4:	Washington, D.C. 20006		

OP \$65.00 3281434

NAME OF SUBMITTER:	Thomas W. Brooke
SIGNATURE:	/Thomas W. Brooke/
DATE SIGNED:	06/02/2015
Total Attachments: 6 source=lamsco sec ag#page1.tif source=lamsco sec ag#page2.tif source=lamsco sec ag#page3.tif source=lamsco sec ag#page4.tif source=lamsco sec ag#page5.tif source=lamsco sec ag#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of May 28, 2015, is entered into by and between LAMSCO WEST, INC., a California corporation (the "Debtor"), and ARES MANAGEMENT LIMITED, in its capacity as Security Agent pursuant to the Credit Agreement described below (the "Security Agent"), with reference to the following facts.

WHEREAS, Shimtech Industries US, Inc. (the "Parent") and certain of its affiliates, including without limitation, the Debtor have entered into a Senior Multicurrency Term and Revolving Facilities Agreement dated December 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Security Agent, Auctus Scorpion Holdco Limited, as an Original Guarantor, Auctus Industries Limited, as an Original Borrower and Original Guarantor, the institutions listed therein as Original Lenders, pursuant to which the Lenders (as defined therein), subject to the terms and conditions contained therein, agreed to provide certain financial accommodations to Parent, the Debtor and such affiliates;

WHEREAS, the Lenders are willing to make the financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Debtor shall have executed and delivered to the Security Agent that certain Guarantee and Collateral Agreement, dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Debtor is required to execute and deliver to the Security Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Debtor hereby unconditionally grants, assigns and pledges to the Security Agent, for the benefit of itself both as Security Agent hereunder and as the Security Agent under the Credit Agreement, the Arranger, the Lenders, the Agent, and any other Finance Parties or any other Secured Parties (as defined in the Credit Agreement), to secure the payment and performance in full of all of the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Debtor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

2.1 all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (b) all renewals thereof, (c) all income, royalties,

damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of the Debtor's business symbolized by the foregoing or connected therewith, and (f) all of the Debtor's rights corresponding thereto throughout the world;

2.2 all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

2.3 all products and proceeds of the foregoing, including any claim by the Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark licensed out by the Debtor.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter (including any interest, fees, or expenses that accrue after the filing of a case under the US Bankruptcy Code or any other insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in such case or proceeding).

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Security Agent pursuant to the Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. FINANCE DOCUMENT; COUNTERPARTS. This Trademark Security Agreement is a Finance Document. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or in portable document format (PDF) via electronic mail shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. GOVERNING LAW; CONSENT TO JURISDICTION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. The Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Trademark Security Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought and maintained in the courts of the State of New York or in the United States District Court for the Southern District of New

York. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

7. WAIVER OF JURY TRIAL AND CONSEQUENTIAL DAMAGES. THE DEBTOR AND SECURITY AGENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS TRADEMARK SECURITY AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. Except as prohibited by law, the Debtor AND Security Agent each waive any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (i) certifies that neither Security Agent nor any other Lender, nor any representative, agent or attorney of the foregoing has represented, expressly or otherwise, that the Security Agent would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Trademark Security Agreement, and (ii) acknowledges that, in entering into this Trademark Security Agreement and the other Finance Documents to which the Security Agent is a party, the Security Agent is relying upon, among other things, the waivers and certifications contained in this Section 7.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

LAMSCO WEST, INC.

By: _____

Name: Scott Wilkinson

Title: Chief Financial Officer and Treasurer

ACCEPTED BY:

ARES MANAGEMENT LIMITED

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

LAMSCO WEST, INC.

By: _____
Name: _____
Title: _____

ACCEPTED BY:

ARES MANAGEMENT LIMITED

By:  _____
Name: Hugh Phillips
Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations/Applications

Grantor	Country	Trademark	Registration No.
Lamsco West, Inc.	US	LAMINUM	3281434
Lamsco West, Inc.	US	LAMINUM	0344377