

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM344966

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	3		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fischbein LLC		06/17/2015	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas as Collateral Agent		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Banking Corporation: FRANCE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2763982	EMPRESS	
<b>Registration Number:</b>	3081024	EZ WEIGH	
<b>Registration Number:</b>	2283190	FC	
<b>Registration Number:</b>	2399015	FISCHBEIN CO.	
<b>Registration Number:</b>	0551539	FISCHBEIN	
<b>Registration Number:</b>	1019669	FISCHBEIN	
<b>Registration Number:</b>	2844333	FISCHBEIN SAXON	
<b>Registration Number:</b>	2769085	NESTAFLEX	
<b>Registration Number:</b>	2335589	SAXON	
<b>Registration Number:</b>	4480868	MAXXREACH	
<b>Registration Number:</b>	4480869	ROUTELOADER	
<b>Registration Number:</b>	4480870	MAXXBOOM	
<b>Registration Number:</b>	4374638	FISCHBEIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

CH \$340.00 2763982

**Phone:** 2122942684  
**Email:** trademarkny@winston.com  
**Correspondent Name:** Faiz Majidulla  
**Address Line 1:** 200 Park Avenue  
**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	086700.00066
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<b>NAME OF SUBMITTER:</b>	Faiz Majidulla
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<b>SIGNATURE:</b>	/Faiz Majidulla by trademarkny/
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<b>DATE SIGNED:</b>	06/17/2015
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**Total Attachments: 5**

source=2L TM SA (FISCHBEIN LLC)[Execution Version](7142707\_1\_NY)#page1.tif  
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement, dated as of June 17, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Intercreditor Agreement"), among Fischbein LLC, Engineered Machinery Acquisition, Inc., BNP Paribas, as First Lien Credit Agreement Collateral Agent and Second Lien Credit Agreement Collateral Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of June 17, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by FISCHEIN LLC (the "**Grantor**") in favor of BNP Paribas, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

**WHEREAS**, the Grantor is party to a Second Lien Pledge and Security Agreement dated as of June 17, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") between the Grantor, each of the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (collectively, the "**Trademark Collateral**"): (i) each United States trademark and service mark registration and application listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to

Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Purpose.**

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

### **SECTION 5. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 6. Counterparts**

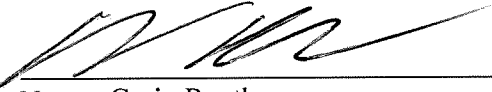
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FISCHBEIN LLC**

By:   
Name: Craig Reuther  
Title: Chief Financial Officer

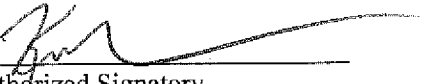
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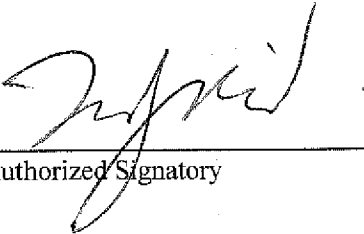
Signature Page to Second Lien Trademark Security Agreement

**TRADEMARK**  
**REEL: 005555 FRAME: 0337**

Accepted and Agreed:

**BNP PARIBAS**  
as Collateral Agent

By:   
Authorized Signatory

By:   
Authorized Signatory

Signature Page to Second Lien Trademark Security Agreement

**TRADEMARK**  
**REEL: 005555 FRAME: 0338**

**SCHEDULE A**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b><u>Title</u></b>	<b><u>Filing Date/Issued Date</u></b>	<b><u>Application/ Registration No.</u></b>
EMPRESS	16-Sep-03	2,763,982
EZ WEIGH	11-Apr-06	3,081,024
FC AND DESIGN	05-Oct-99	2,283,190
FISCHBEIN CO. AND DESIGN	31-Oct-00	2,399,015
FISCHBEIN	04-Dec-51	0,551,539
FISCHBEIN	02-Sep-75	1,019,669
FISCHBEIN SAXON	25-May-04	2,844,333
NESTAFLEX	30-Sep-03	2,769,085
SAXON	28-Mar-00	2,335,589
MAXXREACH	11-Feb-14	4,480,868
ROUTELOADER	11-Feb-14	4,480,869
MAXXBOOM	11-Feb-14	4,480,870
FISCHBEIN	30-Jul-13	4,374,638