

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belcan Corporation		07/13/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Grantee		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1422240	BELCAN	
Registration Number:	1917746	COMET ACOUSTICS	
Registration Number:	1917747	COMET/VISION	
Registration Number:	2739794	PVDCOLLECT	
Registration Number:	2800485	PVDFIELD	
Registration Number:	2800484	PVDMANAGE	
Registration Number:	2739795	PVDNET	
Registration Number:	2708997	VMN	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-40289		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$215.00 1422240

SIGNATURE:	/pja/
DATE SIGNED:	07/14/2015
Total Attachments: 7 source=40289#page1.tif source=40289#page2.tif source=40289#page3.tif source=40289#page4.tif source=40289#page5.tif source=40289#page6.tif source=40289#page7.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Belcan Corporation, an Ohio corporation, with principal offices at 10200 Anderson Way, Cincinnati, OH 45242 (the "Grantor"), hereby grants to Credit Suisse AG, Cayman Islands Branch, as Collateral Agent, with principal offices at Eleven Madison Avenue, New York, NY 10010 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement), including any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (it being understood that as of the date hereof, none of the Marks set forth on Schedule I constitute Excluded Collateral).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of July 13, 2015 (this "Agreement") is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of July 13, 2015 (as amended, modified, restated, extended, refinanced, amended and restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

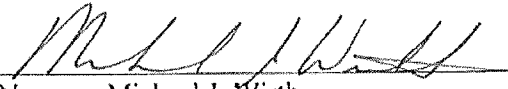
This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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

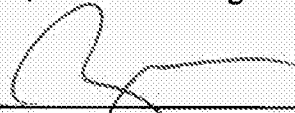
BELCAN CORPORATION, as Grantor

By: 
Name: Michael J. Wirth
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005576 FRAME: 0273

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent**

By: 

Name: Nupur Kumar
Title: Authorized Signatory

By: 

Name: Whitney Gaston
Title: Authorized Signatory

SCHEDULE I

Trademarks

Mark	Country/Status/Key Dates	Owner
BELCAN RN: 1422240 SN: 73591865	Renewed December 23, 2006 Filed: April 7, 1986 Published: September 30, 1986 Registered: December 23, 1986 Last Renewal: December 23, 2006	Belcan Corporation
COMET ACOUSTICS ¹ RN: 1917746 SN: 74553704 Disclaimer: ACOUSTICS	Renewed September 12, 2005 Filed: July 26, 1994 Published: June 20, 1995 Registered: September 12, 1995 Last Renewal: September 12, 2005	Belcan Corporation
COMET/VISION ² RN: 1917747 SN: 74553705	Renewed September 12, 2005 Filed: July 26, 1994 Published: June 20, 1995 Registered: September 12, 1995 Last Renewal: September 12, 2005	Belcan Corporation
PVDCOLLECT RN: 2739794 SN: 76386868	Renewed July 22, 2013 Filed: March 26, 2002 Published: April 29, 2003 Registered: July 22, 2003 Last Renewal: July 22, 2013	Belcan Corporation
PVDFIELD RN: 2800485 SN: 78216267	Renewed December 30, 2013 Int'l Class: 09 First Use: February 4, 2002 Filed: February 19, 2003 Published: October 7, 2003 Registered: December 30, 2003 Last Renewal: December 30, 2013	Belcan Corporation

¹ Owner intends to abandon.

² Owner intends to abandon.

Mark	Country/Status/Key Dates	Owner
PVDMANAGE RN: 2800484 SN: 78216253	Renewed December 30, 2013 Int'l Class:09 First Use:March 1, 2002 Filed:February 19, 2003 Published:October 7, 2003 Registered:December 30, 2003 Last Renewal:December 30, 2013	Belcan Corporation
PVDNET RN: 2739795 SN: 76386869	Renewed July 22, 2013 Filed:March 26, 2002 Published:April 29, 2003 Registered:July 22, 2003 Last Renewal:July 22, 2013	Belcan Corporation
VMN and Design ³  RN: 2708997 SN: 76394975 Disclaimer: THE CADUCEUS SYMBOL	Renewed April 22, 2013 Filed:April 12, 2002 Published:January 28, 2003 Registered:April 22, 2003 Last Renewal:April 22, 2013	Belcan Corporation
BELCAN RN: 010558492 AN: 010558492	Community Registered Filed:January 13, 2012 Registered:June 8, 2012 Expiration Date:January 13, 2022	Belcan Corporation

³ Owner intends to abandon.