

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348067

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Belcan Corporation		07/13/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1422240	BELCAN	
<b>Registration Number:</b>	1917746	COMET ACOUSTICS	
<b>Registration Number:</b>	1917747	COMET/VISION	
<b>Registration Number:</b>	2739794	PVDCOLLECT	
<b>Registration Number:</b>	2800485	PVDFIELD	
<b>Registration Number:</b>	2800484	PVDMANAGE	
<b>Registration Number:</b>	2739795	PVDNET	
<b>Registration Number:</b>	2708997	VMN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15037		

OP \$215.00 1422240

<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	07/15/2015
<b>Total Attachments: 9</b> source=tab 6a - Trademark Security Agreement#page1.tif source=tab 6a - Trademark Security Agreement#page2.tif source=tab 6a - Trademark Security Agreement#page3.tif source=tab 6a - Trademark Security Agreement#page4.tif source=tab 6a - Trademark Security Agreement#page5.tif source=tab 6a - Trademark Security Agreement#page6.tif source=tab 6a - Trademark Security Agreement#page7.tif source=tab 6a - Trademark Security Agreement#page8.tif source=tab 6a - Trademark Security Agreement#page9.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, Ohio 45242 (the "Grantor"), hereby grants to PNC Bank, National Association, as Collateral Agent, with principal offices at 225 Fifth Avenue, Locator P3-P3PP-05-2, Pittsburgh, Pennsylvania 15222 (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.

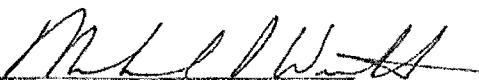
This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this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

**[Remainder of this page intentionally left blank; signature page follows]**

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

**BELCAN CORPORATION, Grantor**

By 

Name: Michael J. Wirth

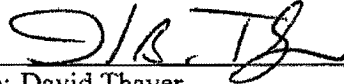
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 005576 FRAME: 0819**

PNC BANK, NATIONAL ASSOCIATION, as  
Collateral Agent

By:   
Name: David Thayer  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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TRADEMARK  
REEL: 005576 FRAME: 0820

## 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 <sup>1</sup>  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 <sup>2</sup>  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	Belcan Corporation

<sup>1</sup> Owner intends to abandon.

<sup>2</sup> Owner intends to abandon.



Mark	Country/Status/Key Dates	Owner
	Registered:December 30, 2003 Last Renewal:December 30, 2013	
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 <sup>3</sup>  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: 893723 AN: 1559551	Canada Registered  Filed:January 12, 2012 Published:November 28, 2012 Registered:January 12, 2015	Belcan Corporation
BELCAN	Mexico Registered	Belcan Corporation

<sup>3</sup> Owner intends to abandon.

Mark	Country/Status/Key Dates	Owner
RN: 1386279 AN: M1241310	Filed:January 13, 2012 Registered:July 29, 2013 Published:October 11, 2013 Expiration Date:January 13, 2022	
BELCAN RN: 1289913 AN: M1241309	Mexico Registered  Filed:January 13, 2012 Registered:June 8, 2012 Published:September 27, 2012 Expiration Date:January 13, 2022	Belcan Corporation
BELCAN RN: 1290398 AN: M1241307	Mexico Registered  Filed:January 13, 2012 Registered:June 11, 2012 Published:September 27, 2012 Expiration Date:January 13, 2022	Belcan Corporation
BELCAN RN: 010558492 AN: 010558492	Community Registered  Filed:January 13, 2012 Registered:June 8, 2012 Expiration Date:January 13, 2022	Belcan Corporation
BELCAN RN: 10456102	China Registered  Filed:February 2, 2012 Published:December 27, 2012 Registered:March 28, 2013 Expiration Date:March 27, 2023	Belcan Corporation
BELCAN RN: 10456101	China Registered  Filed:February 2, 2012 Published:December 27, 2012 Registered:March 28, 2013 Expiration Date:March 27, 2023	Belcan Corporation
BELCAN RN: 10456100	China Registered  Filed:February 2, 2012 Published:December 27, 2012	Belcan Corporation

Mark	Country/Status/Key Dates	Owner
	Registered: March 28, 2013 Expiration Date: March 27, 2023	
BELCAN AN: 2265414	India Pending  Filed: January 12, 2012	Belcan Corporation
BELCAN AN: 904492710	Brazil Published  Filed: February 1, 2012 Published: September 11, 2012	Belcan Corporation
BELCAN AN: 904492591	Brazil Published  Filed: February 1, 2012 Published: September 11, 2012	Belcan Corporation
BELCAN AN: 904492834	Brazil Published  Filed: February 1, 2012 Published: June 26, 2012	Belcan Corporation