

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM352648

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Osmose Utilities Services, Inc.		08/21/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 King Street West		
<b>Internal Address:</b>	Agency Services Group, 4th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	bank: CANADA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3858592	COVERCAP	
<b>Registration Number:</b>	3416496	C-TRUSS	
<b>Registration Number:</b>	3146063	DURAFUME	
<b>Registration Number:</b>	4164768	FIRE-GUARD	
<b>Registration Number:</b>	709197	HOLLOW HEART	
<b>Registration Number:</b>	3715766	LOADCALC	
<b>Registration Number:</b>	1585282	MITC-FUME	
<b>Registration Number:</b>	3640307	MP400-EXT	
<b>Registration Number:</b>	4721478	MP500-EXT	
<b>Registration Number:</b>	3852883	O-CALC	
<b>Registration Number:</b>	3211202	OSMO-C2-TRUSS	
<b>Registration Number:</b>	3031298	OSMO-C-TRUSS	
<b>Registration Number:</b>	3633706	POLE TOPPER	
<b>Registration Number:</b>	3715767	STRENGTHCALC	
<b>Registration Number:</b>	1054920	WOODFUME	
<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</i>			
<b>TRADEMARK</b>			

OP \$390.00 3858592

***using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Email:** ipdocket@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	049646-0295
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	08/25/2015

**Total Attachments: 5**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of August 21, 2015, by **OHI INTERMEDIATE HOLDINGS, INC.** ("Holdings"), **OSMOSE UTILITIES SERVICES, INC.** ("Osmose", together with Holdings, "Grantors" and each a "Grantor") in favor of **ROYAL BANK OF CANADA**, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Agent").

**WITNESSETH:**

WHEREAS, Grantors are party to a First Lien Pledge and Security Agreement, dated as of August 21, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the "First Lien Security Agreement"), in favor of the Agent pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the First Lien Security Agreement), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the benefit of the Secured Parties, and to secure the prompt and complete payment and performance of all Secured Obligations, a security interest in to and under all of the following, whether now owned by or owing to or hereafter acquired by or arising in favor of, such Grantor, and regardless of where located (the "Trademark Collateral"):

(a) all United States federal and state trademarks (including service marks), trade names, trade dress, and trade styles and the United States federal and state registrations and applications for registration thereof, including those United States federal and state registrations and applications listed on Schedule I attached hereto, and the goodwill of the business connected with the use of and symbolized by the foregoing;

(b) all domain names;

(c) Licenses of the foregoing, whether as licensee or licensor;

(d) extensions and renewals of the foregoing;

(e) income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(f) rights to sue or otherwise recover for any past, present, and future infringement, dilution or other violation of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

(g) other rights corresponding to the foregoing in the United States; and

(h) cash and non-cash proceeds of the foregoing.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral shall not include (i) any United States intent-to-use trademark applications 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 any registration issuing from such intent-to-use trademark application under applicable federal law or (ii) any Trademarks registered in any non-U.S. jurisdiction.

SECTION 3. First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the First Lien Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 4. Termination. Upon full and complete payment and performance of the Secured Obligations under the First Lien Security Agreement, the Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of August 21, 2015 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the "First Lien/Second Lien Intercreditor Agreement"). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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

**OSMOSE UTILITIES SERVICES, INC.**

By: 

Name: Gary L. Edwards

Title: Chief Financial Officer

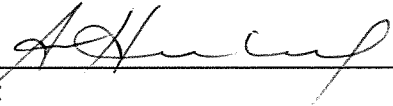
**OHI INTERMEDIATE HOLDINGS, INC.**

By: 

Name: Gary L. Edwards

Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Agent

By:   
Name: \_\_\_\_\_  
Title: **Ann Hurley**  
**Manager, Agency**

SCHEDULE I  
TO  
FIRST LIEN TRADEMARK SECURITY AGREEMENT

**Trademarks and Trademark Registrations Owned by Osmose Utilities Services, Inc.**

<b>Mark</b>	<b>Filed</b>	<b>Reg date</b>	<b>U.S. Reg. No./ Application no.</b>
COVERCAP (WORD MARK)	5/4/2010	10/5/2010	3858592
C-TRUSS (word mark)	10/26/2004	4/29/2008	3416496
DURAFUME	11/17/2004	9/19/2006	3146063
FIRE-GUARD (word mark)	1/18/2012	6/26/2012	4164768
HOLLOW HEART	5/16/1960	1/3/1961	0709197
LOADCALC	6/29/2007	11/24/2009	3715766
MITC-FUME	6/15/1989	3/6/1990	1585282
MP400-EXT	7/2/2007	6/16/2009	3640307
MP500-EXT (word mark)	4/4/2014	4/14/2015	4721478
O-CALC	2/2/2010	9/28/2010	3852883
OSMO-C2-TRUSS	4/25/2006	2/20/2007	3211202
OSMO-C-TRUSS	10/26/2004	12/20/2005	3031298
POLE TOPPER	10/12/2007	6/9/2009	3633706
STRENGTHCALC	6/29/2007	11/24/2009	3715767
WOODFUME	6/25/1975	12/28/1976	1054920

**Trademarks and Trademark Registrations Owned by OHI Intermediate Holdings, Inc.**

<b>Mark</b>	<b>Filed</b>	<b>Reg date</b>	<b>U.S. Reg. No./ Application no.</b>
OSMOSE	7/6/2001	9/16/2003	2763317
OSMOSE K-33	6/23/1966	5/2/1967	0828098