

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352962

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|---|--|---------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PTC Group Holdings Corp. | | 08/27/2015 | CORPORATION: DELAWARE |
| PTC Alliance Corp. | | 08/27/2015 | CORPORATION: DELAWARE |
| Enduro Industries, LLC | | 08/27/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | |
| Street Address: | 1300 East Ninth Street, 13th Floor | | |
| City: | Cleveland | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1049382 | CPO | |
| Registration Number: | 1047515 | IHCP | |
| Registration Number: | 4573416 | ECOBAR27 | |
| Registration Number: | 4573417 | ECOBAR27 MAKING A WORLD OF DIFFERENCE | |
| Registration Number: | 4665587 | PTC ALLIANCE | |
| Registration Number: | 4665596 | PTCALLIANCE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637865 | | |
| <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: | 312-201-3865 | | |
| Email: | sharon.patterson@goldbergkohn.com | | |
| Correspondent Name: | Sharon Patterson, Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd., 55 E. Monroe St. | | |
| Address Line 2: | Ste. 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 1075.259 | | |

OP \$165.00 1049382

| | |
|---|--------------------|
| NAME OF SUBMITTER: | Sharon Patterson |
| SIGNATURE: | /sharon patterson/ |
| DATE SIGNED: | 08/27/2015 |
| Total Attachments: 5 source=PTC Trademark#page1.tif source=PTC Trademark#page2.tif source=PTC Trademark#page3.tif source=PTC Trademark#page4.tif source=PTC Trademark#page5.tif | |

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of August 27, 2015 by PTC Group Holdings Corp., a Delaware corporation ("Holdings"), PTC Alliance Corp., a Delaware corporation ("PTC Alliance"), Enduro Industries LLC, a Delaware limited liability company ("Enduro"; Enduro together with Holdings and PTC Alliance are collectively, the "Grantors" and each "Grantor") in favor of JPMorgan Chase Bank, N.A., as administrative agent ("Administrative Agent").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of August 27, 2015 by and among the Grantors and certain Affiliates of the Grantors as borrowers, the other Loan Parties party thereto, Administrative Agent and the Lenders party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, the Grantors entered into that certain Pledge and Security Agreement dated as of August 27, 2015 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors granted to Administrative Agent, for the benefit of the Secured Parties, among other things, a continuing security interest in certain of the Grantors' assets, including, without limitation, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event that any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of such Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all 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; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided that, notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include, and the security interest granted hereunder shall not extend to, any Excluded Assets (as defined in the Security Agreement).

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

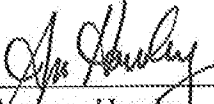
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

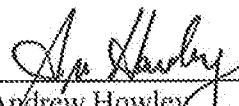
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first above written.

GRANTORS:

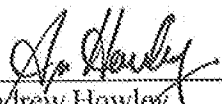
ENDURO INDUSTRIES LLC, a Delaware
limited liability company

By: 
Name: Andrew Howley
Title: Vice President and Chief Financial Officer

PTC GROUP HOLDINGS CORP., a
Delaware corporation

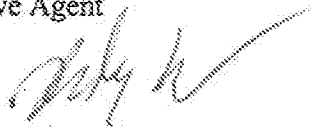
By: 
Name: Andrew Howley
Title: Vice President and Chief Financial Officer

PTC ALLIANCE CORP., a Delaware
corporation

By: 
Name: Andrew Howley
Title: Vice President and Chief Financial Officer

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Randy Hume
Title: Authorized Officer

SCHEDULE A
TRADEMARKS

| MARK | SERIAL NUMBER | STATUS | REGISTRATION NUMBER | REGIS. DATE | GRANTOR |
|--|------------------|------------|------------------------|----------------|--|
| CPO | 73076312 | Registered | 1049382 | 10/5/76 | Enduro Industries LLC |
| IHCP | 73076353 | Registered | 1047515 | 9/7/76 | Enduro Industries LLC |
| ECOBAR27 | 85926071 | Registered | 4573416 | 07/22/2014 | PTC Group Holdings Corp. (f/k/a PTC Alliance Holdings Corp.) |
| ECOBAR27 MAKING A WORLD OF DIFFERENCE and Design | 85926086 | Registered | 4573417 | 07/22/2014 | PTC Group Holdings Corp. (f/k/a PTC Alliance Holdings Corp.) |
| PTC ALLIANCE | 85970617 | Registered | 4665587 | 01/06/2015 | PTC Alliance Corp. |
| PTC ALLIANCE with Rings | 86000868 | Registered | 4665596 | 01/06/2015 | PTC Alliance Corp. |