

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356614

<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>
TEINNOVATIONS, LLC		09/28/2015	LIMITED LIABILITY COMPANY: ILLINOIS
TEINNOVATIONS HOLDINGS, LLC		09/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services LLC		
<b>Street Address:</b>	810 Seventh Avenue		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3520045	PSM	
<b>Registration Number:</b>	3250820		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122996051		
<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>Email:</b>	trademarks@hugheshubbard.com		
<b>Correspondent Name:</b>	Natasha N. Reed		
<b>Address Line 1:</b>	One Battery Park Plaza		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10004-1482		
<b>NAME OF SUBMITTER:</b>	Natasha N. Reed		
<b>SIGNATURE:</b>	/Natasha N. Reed/		
<b>DATE SIGNED:</b>	09/29/2015		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2015, is made by **TEINNOVATIONS, LLC**, an Illinois limited liability company (the “Borrower”) and **TEINNOVATIONS HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), and, together with the Borrower, each individually, the “Grantor” and, collectively, the “Grantors”), in favor of **BRIGHTWOOD LOAN SERVICES, LLC**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

### WITNESSETH:

**WHEREAS**, pursuant to (a) the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders named therein and from time to time party thereto, and Brightwood Loan Services, LLC, a Delaware limited liability company, as Administrative Agent and Collateral Agent, and (b) the other Loan Documents referred to therein, the Lenders have agreed to provide certain credit facilities, and to make extensions of credit thereunder, to or for the benefit of the Borrower, in each case subject to the terms and conditions set forth in the Credit Agreement;

**WHEREAS**, as a condition precedent to the making of Term Loans to the Borrower under the Credit Agreement, the Grantors are required to execute and deliver that certain Pledge and Security Agreement dated as of the date hereof (the “Pledge and Security Agreement”) in favor of the Collateral Agent;

**WHEREAS**, pursuant to the terms of the Pledge and Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement in favor of the Collateral Agent; and

**WHEREAS**, each Grantor has duly authorized the execution, delivery and performance of this Agreement and will receive substantial direct and indirect benefits by reason of the availability of the Commitments and the making of Term Loans on the Closing Date to the Borrower pursuant to the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing

lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

**TEINNOVATIONS, LLC**, as a Grantor



By:  
Name: Daphne Dufresne  
Title: Senior Vice President

**TEINNOVATIONS HOLDINGS, LLC**  
as a Grantor

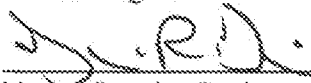


By:  
Name: Daphne Dufresne  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**BRIGHTWOOD LOAN SERVICES LLC**  
as Collateral Agent

By:   
Name: Damien Dwin  
Title: Authorized Person

By: \_\_\_\_\_  
Name: Tracie Ahern  
Title: Chief Operating Officer and  
Chief Financial Officer


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005632 FRAME: 0124**

ACKNOWLEDGED AND AGREED  
as of the date first above written:

**BRIGHTWOOD LOAN SERVICES LLC**  
as Collateral Agent

By: \_\_\_\_\_  
Name: Damien Dwin  
Title: Authorized Person

By:  \_\_\_\_\_  
Name: Tracie Ahern  
Title: Chief Operating Officer and  
Chief Financial Officer


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005632 FRAME: 0125**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>Description of Trademark</b>	<b>Registration Number</b>	<b>Issue Date</b>
Teinnovations, LLC	PSM	3,520,045	October 21, 2008
Teinnovations, LLC		3,250,820	June 12, 2007

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

- a. Exclusive Manufacturing Agreement, dated September 16, 2015, between Teinnovations, Inc. and Yun Chi Plastics Fabrication Co., Ltd.
- b. Supply Agreement, dated June 1, 2015, between the Company and Sonoco Plastics, Inc.
- c. Agency Agreement, dated February 27, 2006, between the Company and PSM (HK) Company Limited.