

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356620

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | IP Security Agreement Supplement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DISA Industries, Inc. | | 09/28/2015 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Nordea Bank Danmark A/S, as Security Agent | | |
| Street Address: | Christiansbro, Strandgade 3, PO Box 850 | | |
| City: | Copenhagen C | | |
| State/Country: | DENMARK | | |
| Postal Code: | DK-0900 | | |
| Entity Type: | Bank: DENMARK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1736083 | DISA X-TRUDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3026365454 | | |
| <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: | 800-927-9801 x 62348 | | |
| Email: | jean.paterson@cscglobal.com | | |
| Correspondent Name: | Corporation Service Company | | |
| Address Line 1: | 1090 Vermont Avenue NW, Suite 430 | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| ATTORNEY DOCKET NUMBER: | 801078 | | |
| NAME OF SUBMITTER: | Jean Paterson | | |
| SIGNATURE: | /jep/ | | |
| DATE SIGNED: | 09/29/2015 | | |
| Total Attachments: 8 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications, Trademark Licenses and Domain Names)

WHEREAS, DISA Industries, Inc., an Illinois corporation (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, Norican Global A/S (formerly Naciron Holding A/S) (the "Parent") and Norican A/S (formerly Naciron A/S), among others, have entered into and the Grantor has acceded to, among others, to that certain Senior Facilities Agreement dated 24 February 2015 as amended and restated on 25 September 2015 (as amended, supplemented, restated or otherwise modified and in effect from time to time, (the "Senior Facilities Agreement") with among others, the Security Agent, as agent, pursuant to which, among other things, the Lenders (as defined in the Senior Facilities Agreement) have agreed to make loans or otherwise to extend credit to the Borrowers (as defined in the Senior Facilities Agreement) upon the terms and subject to the conditions specified in the Senior Facilities Agreement and each Grantor has agreed to guarantee the obligations of the Finance Parties (as defined in the Senior Facilities Agreement) under the Finance Documents (as defined in the Senior Facilities Agreement);

WHEREAS, each Grantor is a direct or indirect subsidiary of the Parent and each Grantor acknowledges that the Parent's and the Grantors' business is a mutual and collective enterprise and that the extension of credit and other financial accommodations made under the Finance Documents will enhance the aggregate borrowing powers of the Parent and credit availability to the other Grantors and facilitate their loan relationship with the Lenders, all to the mutual advantage of the Grantors;

WHEREAS, each Grantor further acknowledges that it will derive substantial, direct and indirect benefit from the making of the any extensions of credit under the Finance Documents, and

WHEREAS, pursuant to (i) that certain Security Agreement (the "Security Agreement"), dated as of September 25, 2015, among WG Global, LLC, Wheelabrator Group Inc., DISA Holding LLC, Castalloy, Inc., DISA Industries Inc. and each Additional Grantor from time to time party thereto (each, a "Grantor"), and Nordea Bank Danmark A/S, as security agent (the "Security Agent", which expression shall include its successors, assigns and transferees) for the Secured Parties, and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and

under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future [unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule I hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule I hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any POA Exercise Event (as defined in the Security Agreement) shall have occurred, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be

brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 28 day of September, 2015.

DISA INDUSTRIES, INC.,
AS GRANTOR

By: Jan B. Bid
Name: Jan B. Bid
Title: Director

Acknowledged:

Nordea Bank Danmark A/S,
as Security Agent

By: _____
Name:
Title:

IP Supplement DISA
Industries, Inc.

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 28 day of September, 2015.

DISA INDUSTRIES, INC.,
AS GRANTOR

By: _____
Name:
Title:

Acknowledged:

Nordea Bank Danmark A/S,
as Security Agent

By: _____
Name: Olaf Ziegler Lars Olsen
Title: Senior Legal Counsel

SCHEDULE 1

[REGISTERED COPYRIGHTS]

| <u>Copyright</u> | <u>Registration Date</u> | <u>Registration No.</u> |
|------------------|--------------------------|-------------------------|
| N/A | | |

[COPYRIGHT APPLICATIONS]

| <u>Copyright</u> | <u>Filing Date</u> | <u>Application No.</u> |
|------------------|--------------------|------------------------|
| N/A | | |

[REGISTERED PATENTS AND DESIGN PATENTS]

| <u>Title</u> | <u>Date Granted</u> | <u>Patent No.</u> |
|--------------|---------------------|-------------------|
| N/A | | |

[PATENT AND DESIGN PATENT APPLICATIONS]

| <u>Title</u> | <u>Date Filed</u> | <u>Application No.</u> |
|--------------|-------------------|------------------------|
| N/A | | |

TRADEMARK REGISTRATIONS

| <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------|-------------------------|--------------------------|
|------------------|-------------------------|--------------------------|

IP Supplement DISA
Industries, Inc.

70-40607623

DISA-X-TRUDE

1736083

12/1/1992

[TRADEMARK APPLICATIONS]

| <u>Trademark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------|-------------------|--------------------|
| N/A | | |

[DOMAIN NAMES]

| <u>Domain Name</u> | <u>Owner</u> |
|--------------------|-----------------------|
| disaindustries.com | DISA Industries, Inc. |

IP Supplement DISA
Industries, Inc.

70-40607623

SCHEDULE 2
EXCEPTIONS

IP Supplement DISA
Industries, Inc.

70-40607623