

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stowe Woodward LLC		11/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	3424 Peachtree Road, 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	national banking association: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2526224	NIPPROFILER	
Registration Number:	2686915	SMART	
Registration Number:	3238252	TITAN	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4044205527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHRD		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	5285-8		
NAME OF SUBMITTER:	Bobbi Accord		
SIGNATURE:	/ban/		
DATE SIGNED:	11/04/2015		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
IN UNITED STATES AND CANADIAN TRADEMARKS

November 3, 2015

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Stowe Woodward LLC, a Delaware limited liability company (the "Grantor") with principal offices at 8537 Six Forks Road, Suite 300, Raleigh, North Carolina 27615, hereby grants to JPMorgan Chase Bank, N.A., as Collateral Agent (the "Grantee") with principal offices at 3424 Peachtree Road, 23rd Floor, Atlanta, GA 30326, a continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the United States and Canadian trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

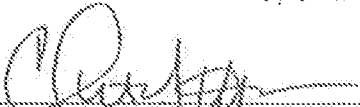
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 3, 2015 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of any termination (as set forth in Section 9 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

STOWE WOODWARD LLC, Grantor

By: 

Name: Cliff E. Pichalita

Title: Vice President and
Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

JPMORGAN CHASE BANK, N.A., as
Collateral Agent and Grantee

By: 
Name: Patrick Fravel
Title: Authorized Officer

Schedule A

Trademarks

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
US	NIPPROFILER	Registered Supplemental Register	75692783	4/28/99	2526224	1/1/02	Stowe Woodward LLC
US	SMART	Registered	75740751	6/30/99	2686915	2/11/03	Stowe Woodward LLC
US	TITAN	Registered	78660704	6/29/05	3238252	5/3/07	Stowe Woodward LLC

Canadian Trademarks

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Canada	BLUE STEEL	Registered	1341603	3/30/07	TMA720220	8/4/08	Stowe Woodward LLC
Canada	REELTIGHT	Registered	1340468	3/22/2007	TMA720230	8/5/08	Stowe Woodward LLC