

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM361392

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Benetech, Inc. | | 10/23/2015 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Golub Capital LLC, as Administrative Agent | | |
| Street Address: | 666 Fifth Avenue, 18th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10103 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4429567 | MAXZONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3129021061 | | |
| <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: | 312.577.8034 | | |
| Email: | oscar.ruiz@kattenlaw.com | | |
| Correspondent Name: | Oscar Ruiz c/o Katten Muchin Rosenman | | |
| Address Line 1: | 525 West Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 337968-77 | | |
| NAME OF SUBMITTER: | Oscar Ruiz | | |
| SIGNATURE: | /Oscar Ruiz/ | | |
| DATE SIGNED: | 11/05/2015 | | |
| Total Attachments: 4 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of October 23, 2015, is by and between BENETECH, INC., an Illinois corporation (the "Grantor"), and GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself, all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Amended and Restated Credit Agreement dated as of October 15, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other loan parties party thereto from time to time, the Lenders and Golub Capital LLC, a Delaware limited liability company, as Revolver Agent, which provides for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Master Reaffirmation Agreement dated as of October 15, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Master Reaffirmation"), by and among Grantor, Grantee and the other Persons party thereto, Grantor reaffirmed its grant of a security interest in substantially all the assets of Grantor (including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all products and proceeds thereof) to Grantee, as successor administrative agent to Golub Capital Incorporated (the "Resigning Administrative Agent"), for the benefit of Grantee, as Administrative Agent, Lenders and the other Secured Parties, to secure the payment of the Obligations, as such security interest was initially conveyed to Resigning Administrative Agent pursuant to that certain Security Agreement dated as of December 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, the Resigning Administrative Agent, and the other Persons party thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 "Trademark Collateral"), whether presently existing or hereafter created, acquired or arising:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto, provided, further that any intent-to-use (ITU) United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or (c) in each case shall be included in the Trademark Collateral, provided, however, (1) no such ITU application shall be assigned or be deemed to be assigned until such time when such amendment to allege use or statement of use has been filed and deemed in conformance with 15 U.S.C. §1051(a) or (c) by the United States Patent and Trademark Office; (2) the grant and recordation of security interest under this Agreement against any such ITU application is merely a grant and recordation of a security interest and shall not be deemed an assignment of any such ITU application in violation of 15 U.S.C. §1060; and (3) such ITU applications shall be automatically excluded from the Trademark Collateral in the event that the grant or recordation of a security interest is deemed an assignment of any such ITU applications in violation of 15 U.S.C. §1060;

(2) each Trademark license, to the extent a security interest may be granted; and

(3) all products and proceeds of the foregoing, to the extent a security interest may be granted, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Master Reaffirmation and the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Master Reaffirmation or the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Master Reaffirmation and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement and the transactions evidenced hereby shall be construed under the internal laws of the State of New York without regard to principles of conflicts of law.

[Remainder of page intentionally left blank; signature page follows.]

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

BENETECH, INC., an Illinois corporation

By: 

Name: RONALD PIRCON

Title: PRESIDENT & CEO

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

| Mark | Filing Date | Serial Number | Registration Date | Registration Number |
|---------|-------------|---------------|-------------------|---------------------|
| MAXZONE | 5/29/12 | 85637585 | 11/5/13 | 4429567 |

FOREIGN TRADEMARK REGISTRATIONS

U.S. TRADEMARK APPLICATIONS

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement