

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waterloo Industries, Inc.		11/23/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	200 S. Wacker Dr.		
Internal Address:	Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85199927	UNI-CART	
Serial Number:	78238402	POSI-LATCH	
Serial Number:	77660919	HOOKTITE	
Serial Number:	77710941	SURE-LOCK	
Serial Number:	74297010	TRAXX	
Serial Number:	74405363	SPECTRUM	
Serial Number:	73836849	WATERLOO	
Serial Number:	73787774	MAGNUM	
Serial Number:	73600831	RALLY BOX	
Serial Number:	73356387		
Serial Number:	73333025	WI WATERLOO INDUSTRIES INC.	
Serial Number:	73331803	I-FRAME	
Serial Number:	73331799	WATERLOO	
Serial Number:	73217549	WATERLOO UNI-CART	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

OP \$365.00 85199927

Phone: 3128637141
Email: kristen.thomas@goldbergkohn.com
Correspondent Name: Kristen Thomas, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd. 55 E Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4033.113

NAME OF SUBMITTER: Kristen Thomas

SIGNATURE: /kristenthomas/

DATE SIGNED: 11/23/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of November 23, 2015, by WATERLOO INDUSTRIES, INC., a corporation organized under the laws of the State of Delaware ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, Holdings, the other credit parties from time to time party thereto, Agent and the other lenders from time to time party thereto ("Lenders") have entered into a certain Revolving Credit and Security Agreement dated as of November 23, 2015 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of Grantor;

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

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

WATERLOO INDUSTRIES, INC.,
as Grantor

By: 

Name: Y. Tarek Farouki

Title: Secretary

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: RT BA

Name: Robert T. Betts

Its: Senior Vice President

SCHEDULE 1

TRADEMARKS

MARK	STATUS	SERIAL NO.	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
UNI-CART	Registered	85199927	4112842	03/13/12	Waterloo Industries Inc.
POSI-LATCH	Registered	78238402	2991615	09/06/05	Waterloo Industries, Inc.
HOOKTITE	Registered	77660919	3666532	08/11/09	Waterloo Industries, Inc.
SURE-LOCK	Registered	77710941	3811872	06/29/10	Waterloo Industries, Inc.
TRAXX	Registered	74297010	1881154	02/28/95	Waterloo Industries, Inc.
SPECTRUM	Registered	74405363	1886624	03/28/95	Waterloo Industries, Inc.
WATERLOO	Registered	73836849	1599209	06/05/90	Waterloo Industries, Inc.
MAGNUM	Registered	73787774	1577789	01/16/90	Waterloo Industries, Inc.
RALLY BOX	Registered	73600831	1442709	06/16/87	Waterloo Industries, Inc.
[Design]	Registered	73356387	1441217	06/02/87	Waterloo Industries Inc.
WI WATERLOO INDUSTRIES INC.	Registered	73333025	1233276	04/05/93	Waterloo Industries, Inc.
I-FRAME	Registered	73331803	1238009	05/17/83	Waterloo Industries, Inc.
WATERLOO	Registered	73331799	1229257	03/08/83	Waterloo Industries, Inc.
WATERLOO UNI-CART	Registered	73217549	1142446	12/09/80	Waterloo Industries Inc.