

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367317

<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>
TOSCA SERVICES, LLC		12/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steel City Capital Funding, a Division of PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4389121	GORILLABIN	
<b>Registration Number:</b>	4827753	TOSCA	
<b>Serial Number:</b>	86255468	T TOSCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15083		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	12/29/2015		
<b>Total Attachments: 6</b>			

OP \$90.00 4389121

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**TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 29<sup>th</sup> day of December, 2015 by TOSCA SERVICES, LLC, a Delaware limited liability company ("Grantor"), in favor of STEEL CITY CAPITAL FUNDING, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION ("SCCF"), in its capacity as agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, Grantor (collectively, with any other person joined as a borrower to the Credit Agreement from time to time, the "Borrowers" and each a "Borrower") has entered into that certain Term Loan and Security Agreement (as amended, restated or modified from time to time, the "Credit Agreement"), dated as of the date hereof, with the financial institutions party thereto from time to time and Agent, providing for the extensions of credit to be made to Borrowers by the Lenders;

WHEREAS, as security for the Obligations owed or owing to the Secured Parties under the Credit Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

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. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of the Secured Parties, 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, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Credit Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Credit Agreement, the terms of the Credit Agreement shall prevail.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


7. Termination. This Agreement and the Liens and security interests granted hereunder shall continue in full force and effect until all of the Obligations of each Borrower have been indefeasibly paid and performed in full after the termination of the Credit Agreement or each Borrower has furnished Agent and the Lenders with an indemnification satisfactory to Agent and the Lenders with respect thereto pursuant to and in accordance with Article XIII of the Credit Agreement.

8. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Agreement, for so long as the Intercreditor Agreement remains in effect, the Liens, security interests and rights granted pursuant to this Agreement shall have the priority agreed to in, and shall be subject to the terms of (and the exercise of any right or remedy by Agent hereunder or thereunder shall be subject to the terms and conditions of), the Intercreditor Agreement. In the event of any conflict between this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control, and no right, power or remedy granted to Agent hereunder shall be exercised by Agent, and no direction shall be given by Agent hereunder in contravention of, the Intercreditor Agreement.

**[Signatures to appear on following page]**

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

TOSCA SERVICES, LLC

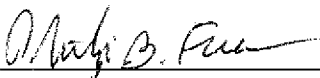
By:   
Name: Scott L. Smith  
Title: Chief Financial Officer, Treasurer and  
Secretary

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005697 FRAME: 0916**

Agreed and Accepted  
As of the Date First Written Above

STEEL CITY CAPITAL FUNDING, A DIVISION OF PNC BANK, NATIONAL  
ASSOCIATION  
As Agent

By:   
Name: Philip B. Fues  
Title: Vice President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005697 FRAME: 0917**

**Schedule I**

**TRADEMARKS**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>	<b>Owner/ Applicant</b>	<b>Status</b>
United States – Federal	GORILLABIN	4,389,121	Aug. 20, 2013	Tosca Services, LLC	Registered
United States – Federal	TOSCA	4,827,753	Oct. 6, 2015	Tosca Services, LLC	Registered
United States – Federal	T TOSCA	86,255,468	Apr. 17, 2014	Tosca Services, LLC	Pending

**PATENTS**

<b>Jurisdiction</b>	<b>Application Number/ Date</b>	<b>Publication Number/Date</b>	<b>Owner/ Applicant</b>	<b>Status</b>
US Federal	13/889,953 May 8, 2013	US-2013-0299490-A1 May 14, 2013	Tosca Services, LLC	Abandoned on Sep. 7, 2015
Patent Cooperation Treaty	PCT/US13/40156 May 8, 2013	WO2013/169909 November 14, 2013	Tosca Services, LLC	Published