

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOSCA SERVICES, LLC		12/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, AS ADMINISTRATIVE AGENT		
Street Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86255468	T TOSCA	
Registration Number:	4827753	TOSCA	
Registration Number:	4389121	GORILLABIN	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(216) 586-7021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONESDAY		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	NORTH POINT		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	879047-680002 (DAN)		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	01/06/2016		
Total Attachments: 6			

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**AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 29th day of December, 2015 by TOSCA SERVICES, LLC, a Delaware limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as administrative agent for the Lenders ("Agent").

W I T N E S S E T H

WHEREAS, reference is made to the Trademark and Patent Security Agreement, dated as of May 29, 2014 (the "Existing Agreement"), among Grantor and Agent, recorded on March 6, 2015, at Reel 035136, Frame 0347 and Reel 5472, Frame 0969.

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 Amended and Restated Revolving Credit 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, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be 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.

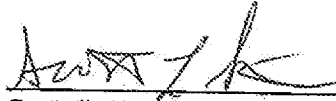
8. Intercreditor Agreement. Notwithstanding anything to the contrary contained in this Agreement, for so long as the Intercreditor Agreement remains in effect, the Liens, security interests and rights granted pursuant to this Agreement shall have the priority agreed to in, and shall be subject to the 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, each 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

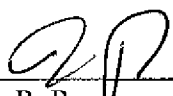
[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT]

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TRADEMARK
REEL: 005703 FRAME: 0164

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION
As Agent

By: 
Name: Jeffrey R. Penno
Title: Vice President

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT]

NAI-1500691969

TRADEMARK
REEL: 005703 FRAME: 0165

Schedule I

TRADEMARKS

Jurisdiction	Trademark	Application/ Registration Number	Application/ Registration Date	Owner/ Applicant	Status
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

Jurisdiction	Application Number/ Date	Publication Number/Date	Owner/ Applicant	Status
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