

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM368978

<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>
CAMBRIDGE INTERNATIONAL, INC.		01/13/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1454877	C	
Registration Number:	1737950	CAMBRIDGE	
Registration Number:	0804471	CAMBRIDGE	
Registration Number:	4632829	CAMBRIDGE ENTECH	
Registration Number:	3434675	CAMBRIDGE INTERNATIONAL	
Registration Number:	1168070	CAMBRI-LINK	
Registration Number:	1284994	CAM-GRID	
Registration Number:	1325611	CONTINUWELD	
Registration Number:	1685079	DIACRIMP	
Registration Number:	3599408	DURAFLEX	
Registration Number:	2570234	DURAHINGE	
Registration Number:	3370705	DURALITE	
Registration Number:	3020930	ECLIPSE	
Registration Number:	1209520	FLAT SEAT	
Registration Number:	0785947	GRIPPER	
Registration Number:	2538373	NO BROKEN PROMISES	
Registration Number:	2254298	LEADING EDGE	
Registration Number:	4802501	PACTITAN	
Registration Number:	2028184	PACTITE	
<b>TRADEMARK</b>			

CH \$640.00 1454877

Property Type	Number	Word Mark
Registration Number:	1591719	SANI-GRID
Registration Number:	3049977	SCROLL
Registration Number:	3880647	SOLUCENT
Serial Number:	86699671	CAMBRIDGE ENGINEERED SOLUTIONS
Serial Number:	86219215	NOKLOK
Serial Number:	86662345	SLATRAK

**CORRESPONDENCE DATA**  
**Fax Number:**  
*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.*  
**Phone:** 312.577.8574  
**Email:** humberto.aquino@kattenlaw.com  
**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN  
**Address Line 1:** 525 WEST MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	387132-00029
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	01/13/2016

**Total Attachments: 7**  
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Agents, Lenders and the L/C Issuers (as each term is defined in the Credit Agreement referred to below).

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), among Cambridge International, Inc., a Delaware corporation (the “Borrower”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Administrative Agent and Revolver Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor other than Borrower has agreed, pursuant to that certain Guaranty Agreement dated as of the date hereof in favor of Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, each Grantor has agreed, pursuant to that certain Security Agreement dated as of the date hereof in favor of Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to grant a lien on substantially all of its assets in support of the full payment and performance of the Obligations;

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agents to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of

the Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of Agents, L/C Issuers and Lenders, and grants to Administrative Agent for the benefit of the Agents, L/C Issuers and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following, to the extent the following constitutes Collateral (as defined in the Security Agreement) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those United States Trademark registrations and United States Trademark applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained herein, the Trademark Collateral shall exclude (A) any "intent to use" Trademark applications filed with the United States Patent and Trademark Office for which a statement of use has not been filed with, or accepted by, the United States Patent and Trademark Office (but only until such statement is filed with, and accepted by, the United States Patent and Trademark Office), and (B) any Intellectual Property (as defined in the Credit Agreement) if the grant of Lien hereunder would result in the abandonment, impairment, invalidation or unenforceability of such Intellectual Property.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

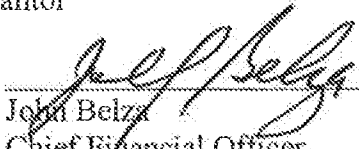
Section 5.     Governing Law.   This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

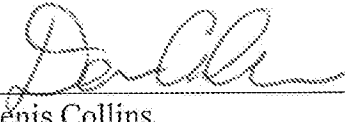
Very truly yours,

**CAMBRIDGE INTERNATIONAL, INC.,**  
as a Grantor

By:   
Name: John Belza  
Title: Chief Financial Officer



ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Administrative Agent

By:   
Name: Denis Collins  
Title: Duly Authorized Signatory

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No./ Reg. Date</b>
C and Design 	U.S.	1454877 9/1/1987
CAMBRIDGE	U.S.	1737950 12/8/1992
CAMBRIDGE	U.S.	0804471 3/1/1966
CAMBRIDGE ENGINEERED SOLUTIONS	U.S.	Appl. No. / Filing Date 86699671 7/21/2015
CAMBRIDGE ENTECH	U.S.	4632829 11/4/2014
CAMBRIDGE INTERNATIONAL and Design  CAMBRIDGE INTERNATIONAL	U.S.	3434675 5/27/2008
CAMBRI-LINK	U.S.	1168070 9/8/1981
CAM-GRID	U.S.	1284994 7/10/1984
CONTINUWELD	U.S.	1325611 3/19/1985
DIACRIMP	U.S.	1685079 5/5/1992
DURAFLEX	U.S.	3599408 3/31/2009
DURAHINGE	U.S.	2570234 5/14/2002
DURALITE	U.S.	3370705 1/15/2008



<b>Mark</b>	<b>Jurisdiction</b>	<b>Reg. No./ Reg. Date</b>
ECLIPSE	U.S.	3020930 11/29/2005
FLAT SEAT	U.S.	1209520 9/21/1982
GRIPPER	U.S.	0785947 3/2/1965
NO BROKEN PROMISES	U.S.	2538373 2/12/2002
LEADING EDGE	U.S.	2254298 6/15/1999
NOKLOK (Intent to Use)	U.S.	Appl. No. / Filing Date 86219215 3/12/2014
PACTITAN	U.S.	4802501 9/1/2015
PACTITE	U.S.	2028184 1/7/1997
SANI-GRID	U.S.	1591719 4/17/1990
SCROLL	U.S.	3049977 1/24/2006
SLATRAK	U.S.	Appl. No. / Filing Date 86662345 6/15/2015
SOLUCENT	U.S.	3880647 11/23/2010