

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374523

|   |  |                       |  |
|---|--|-----------------------|--|
| <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>                     |
| STRATA PRODUCTS<br>WORLDWIDE, LLC   |  | 02/24/2016            | LIMITED LIABILITY<br>COMPANY: DELAWARE |
| STRATA SAFETY<br>PRODUCTS, LLC  |  | 02/24/2016            | LIMITED LIABILITY<br>COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | NORTH HAVEN CREDIT PARTNERS II L.P., AS COLLATERAL AGENT |                       |  |
| <b>Street Address:</b>  | 1585 Broadway, 39th Floor                                |                       |  |
| <b>City:</b>  | New York   |                       |  |
| <b>State/Country:</b>   | NEW YORK   |                       |  |
| <b>Postal Code:</b>   | 10036  |                       |  |
| <b>Entity Type:</b>   | LIMITED PARTNERSHIP: DELAWARE                            |                       |  |
| <b>PROPERTY NUMBERS Total: 11</b>   |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 3486540  | HAZARDAVERT           |  |
| <b>Registration Number:</b>   | 3866212  | LINK-N-LOCK           |  |
| <b>Registration Number:</b>   | 3778374  | STRATASORB            |  |
| <b>Registration Number:</b>   | 3494385  | FRESH AIR BAY         |  |
| <b>Registration Number:</b>   | 4307092  | STRATA WORLDWIDE      |  |
| <b>Registration Number:</b>   | 4223589  | PROPSETTER            |  |
| <b>Registration Number:</b>   | 4882431  | ACTIVEAIR             |  |
| <b>Registration Number:</b>   | 4867845  | STRATA KEG            |  |
| <b>Registration Number:</b>   | 4659774  | HAZARDLINK            |  |
| <b>Registration Number:</b>   | 4659773  | COMMTRAC              |  |
| <b>Serial Number:</b>   | 86325072   | RIG GUARD             |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 6175269899   |                       |  |
| <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>   | 6175269628   |                       |  |
| <b>Email:</b>   | cslattery@proskauer.com                                  |                       |  |

CH \$290.00 3486540

**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 51025/042

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 02/25/2016

**Total Attachments: 7**

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## SHORT FORM TRADEMARK SECURITY AGREEMENT

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Amended and Restated Subordination and Intercreditor Agreement dated as of February 24, 2016 (the “MS Subordination Agreement”) among North Haven Credit Partners II L.P., Strata Products Worldwide, LLC and certain affiliates of Strata Products Worldwide, LLC (collectively, the “Obligors”), The Huntington National Bank, as administrative agent (“Agent”), to the indebtedness (including interest) owed by the Obligors pursuant to those certain Senior Debt Documents (as defined in the MS Subordination Agreement), as amended, restated, supplemented, or otherwise modified from time to time (subject to the terms of the MS Subordination Agreement) and to indebtedness refinancing the indebtedness under such Senior Debt Document as permitted by the MS Subordination Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the MS Subordination Agreement.

**SHORT FORM TRADEMARK SECURITY AGREEMENT**, dated as of February 24, 2016, by STRATA PRODUCTS WORLDWIDE, LLC, a Delaware limited liability company, STRATA SAFETY PRODUCTS, LLC, a Delaware limited liability company (together, the “Issuers” and separately, an “Issuer”), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”) in favor of NORTH HAVEN CREDIT PARTNERS II L.P. (in such capacity, together with its successors in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Note Purchase Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Issuers, the Collateral Agent, and the loan parties and institutions from time to time party to the Note Purchase Agreement, certain Secured Parties have agreed to make extensions of credit to the Issuers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Credit Parties and the Collateral Agent to enter into the Note Purchase Agreement and to make their respective extensions of credit to the Issuers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Note Purchase Agreement or in the Security Agreement and used herein have the meanings given to them in the Note Purchase Agreement or the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, (x) the Trademarks registered in the United States referred to on Schedule I hereto and (y) the portion of the Trademark Licenses (for which a Grantor is a licensee) that are Material Intellectual Property referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**Section 3. Security Agreement**


The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

STRATA PRODUCTS WORLDWIDE, LLC,  
a Delaware limited liability company

By:   
Name: Dwayne Miller  
Title: Treasurer, Secretary and Chief Financial Officer

STRATA SAFETY PRODUCTS, LLC,  
a Delaware limited liability company


By:   
Name: Dwayne Miller  
Title: Secretary and Treasurer

STRATA WORLDWIDE HOLDINGS, INC.,  
a Delaware corporation


By: \_\_\_\_\_  
Name: Jason Reed  
Title: Treasurer and Secretary

STRATA FOAM PRODUCTS LLC,  
a Delaware limited liability company

By: Strata Worldwide Products, LLC, its sole member

By:   
Name: Dwayne Miller  
Title: Treasurer, Secretary and Chief Financial Officer

STRATA MINE SERVICES, LLC,  
a Delaware limited liability company

By:   
Name: Dwayne Miller  
Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005739 FRAME: 0492**

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

Very truly yours,

STRATA PRODUCTS WORLDWIDE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dwayne Miller  
Title: Treasurer, Secretary and Chief Financial Officer

STRATA SAFETY PRODUCTS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dwayne Miller  
Title: Secretary and Treasurer

STRATA WORLDWIDE HOLDINGS, INC.,  
a Delaware corporation

By: Jason Reed  
Name: Jason Reed  
Title: Treasurer and Secretary

STRATA FOAM PRODUCTS LLC,  
a Delaware limited liability company

By: Strata Worldwide Products, LLC, its sole member

By: \_\_\_\_\_  
Name: Dwayne Miller  
Title: Treasurer, Secretary and Chief Financial Officer

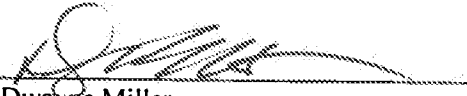
STRATA MINE SERVICES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dwayne Miller  
Title: Secretary and Treasurer

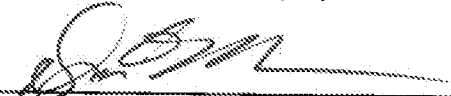
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005739 FRAME: 0493**

STRATA PRODUCTS CHINA, LLC,  
a Delaware limited liability company

By:   
Name: Dwayne Miller  
Title: Secretary and Treasurer

STRATA PRODUCTS (USA), LLC,  
a Delaware limited liability company

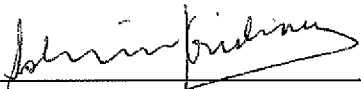
By:   
Name: Dwayne Miller  
Title: Secretary and Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

NORTH HAVEN CREDIT PARTNERS II L.P.,  
as the Collateral Agent

By: MS Credit Partners II GP L.P., its general partner

By: MS Credit Partners II GP Inc., its general partner

By:   
Name: Ashwin Krishnan  
Title: Managing Director



**SCHEDULE I**  
**TO**  
**SHORT FORM TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

A. U.S. REGISTERED TRADEMARKS

| Grantor                        | Trademark        | Class                     | Registration Number | Registration Date |
|--------------------------------|------------------|---------------------------|---------------------|-------------------|
| Strata Safety Products, LLC    | HAZARDAVERT      | 9                         | 3486540             | 8/12/08           |
| Strata Products Worldwide, LLC | LINK-N-LOCK      | 19                        | 3866212             | 10/26/10          |
| Strata Safety Products, LLC    | STRATASORB       | 6                         | 3778374             | 4/20/10           |
| Strata Safety Products, LLC    | FRESH AIR BAY    | 9                         | 3494385             | 9/2/08            |
| Strata Products Worldwide, LLC | STRATA WORLDWIDE | 6, 9, 11, 19              | 4307092             | 3/26/13           |
| Strata Products Worldwide, LLC | PROPSETTER       | 19                        | 4223589             | 10/16/12          |
| Strata Safety Products, LLC    | ACTIVEAIR        | 13, 21, 23, 31, 34        | 4882431             | 1/5/16            |
| Strata Safety Products, LLC    | STRATA KEG       | 2, 12, 13, 14, 23, 25, 50 | 4867845             | 12/8/15           |
| Strata Safety Products, LLC    | HAZARDLINK       | 21, 23, 26, 36, 38        | 4659774             | 12/23/14          |
| Strata Safety Products, LLC    | COMMTRAC         | 21, 23, 26, 36, 38        | 4659773             | 12/23/14          |

B. U.S. TRADEMARK APPLICATIONS

| Grantor                     | Trademark | Application No. |
|-----------------------------|-----------|-----------------|
| Strata Safety Products, LLC | RIG GUARD | 86325072        |

C. U.S. TRADEMARK LICENSES

Manufacturing Agreement, dated July 25, 2003, between Pomeranian Timber SA and Strata Products (USA) Ltd., whereby Strata Products (USA) is licensor of the Link-n-lock trademark, Registration Number 3866212.