

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM374929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Muth Mirror Systems, LLC		02/29/2016	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UTAH		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2385598	MUTH MIRROR SYSTEMS	
Registration Number:	1893806	SIGNAL MIRROR	
Registration Number:	2230069	SIGNAL	
Registration Number:	2515341	SIGNAL MIRROR	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Albany, NEW YORK 12205		
NAME OF SUBMITTER:	Susan O'Brien		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	02/29/2016		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Trademark Security Agreement"), dated as of February 29, 2016, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 6 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of ALLY BANK, in its capacity as Administrative Agent ("Administrative Agent") for itself and the lenders from time to time party to the Loan Agreement described below ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among MUTH MIRROR SYSTEMS, LLC, a Wisconsin limited liability company ("Borrower"), MMS MIDCO, LLC, a Delaware limited liability company ("Holdings"), the other Loan Parties signatory thereto, Administrative Agent and the Lenders signatory thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to incur Letter of Credit Liability on behalf of the Borrower; and

WHEREAS, Grantors directly or indirectly benefit from the credit facilities made available to each of the Borrowers under the Loan Agreement and in order to induce Administrative Agent and Lenders to enter into the Loan Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur Letter of Credit Obligations as provided for in the Loan Agreement, Grantors desire to grant a continuing Lien on the Intellectual Property Collateral to Administrative Agent, for the benefit of Administrative Agent and Lenders, to secure all of the Obligations;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST.

To secure the prompt and complete payment, performance and observance of all the Obligations, each Grantor hereby grants to Administrative Agent, for itself and the benefit of the Lenders, continuing security interest in, lien and mortgage in and to and right of setoff against all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Trademarks, including those referred to on Schedule I hereto;

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

(iii) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark, and (B) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, provided, that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be deemed to be Intellectual Property Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Each Grantor hereby acknowledges and affirms the representations and warranties made to Administrative Agent with respect to the Intellectual Property Collateral made, and the covenants of such Grantor contained, in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REINSTATEMENT. This Trademark Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor or Loan Party for liquidation or reorganization, should any Grantor or Loan Party become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's or Loan Party's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

5. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Trademark Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Loan Agreement (or such other address as may be substituted by notice

given in the manner required by the Loan Agreement), and given in the manner required by the Loan Agreement.

6. ADDITIONAL GRANTORS. The initial Grantors hereunder are the Loan Parties as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Loan Parties may become parties hereto, as additional Grantors (each, an “Additional Grantor”), by executing a counterpart of this Trademark Security Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Administrative Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Administrative Agent not to cause any Loan Party or any other Person to become an Additional Grantor hereunder. This Trademark Security Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

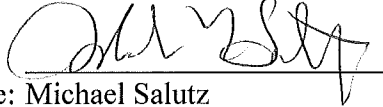
7. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 4 hereof, this Trademark Security Agreement shall terminate upon the Termination Date.

8. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Trademark Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Trademark Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Trademark Security Agreement. This Trademark Security Agreement is to be read, construed and applied together with the Loan Agreement and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Administrative Agent, Lenders and Grantors with respect to the matters referred to herein and therein. Except as otherwise specifically provided, if any provision contained in this Trademark Security Agreement or any other Loan Document, conflicts with any provision in the Loan Agreement, the provision in the Loan Agreement shall govern and control.

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

MUTH MIRROR SYSTEMS, LLC

By: 
Name: Michael Salutz
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 005742 FRAME: 0100

Acknowledged and Agreed:

ALLY BANK,
as Administrative Agent

By: 

Name: Francois Delangle

Title: Senior Director

[Trademark Security Agreement]

TRADEMARK
REEL: 005742 FRAME: 0101

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Status	Serial No./Reg. No.	Filing Date/Reg. Date
MUTH MIRROR SYSTEMS (AND DESIGN)	US	Registered	2385598	09/12/2000
SIGNAL MIRROR	US	Registered	1893806	05/09/1995
SIGNAL	US	Registered	2230069	03/09/1999
SIGNAL MIRROR	US	Registered	2515341	12/04/2001
SIGNAL	CA	Registered	TMA522822	02/09/2000
SIGNAL	CN	Registered	1286865	06/21/1999
SIGNAL	JP	Registered	4318775	09/24/1999
SIGNAL	MX	Registered	666423	07/28/2000

II. TRADEMARK APPLICATIONS

None

EXHIBIT A

**COUNTERPART TO TRADEMARK
SECURITY AGREEMENT**

This counterpart, dated _____, [20__], is delivered pursuant to Section 6 of that certain Trademark Security Agreement dated as of February 29, 2016 (as from time to time amended, modified or supplemented, the "Trademark Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), between _____, collectively, as Grantors, and Ally Bank, as Administrative Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Trademark Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Trademark Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name: _____
Title: _____