

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OEM GROUP, LLC		03/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	THL Corporate Finance, Inc., as Collateral Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4324636	OEM GROUP	
Registration Number:	1804324	STORM	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
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:	76375/083		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	03/22/2016		
Total Attachments: 5			
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Trademark Security Agreement

Trademark Security Agreement, dated as of March 16, 2016, is made by each of the entities listed on the signature pages hereof (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of THL CORPORATE FINANCE, INC., in its capacity as Collateral Agent pursuant to the Senior Secured Note Purchase Agreement (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

WITNESSETH:

Whereas, OEM GROUP, LLC, a Delaware limited liability company (the “Issuer”) and the other Pledgors party thereto from time to time are party to that certain Amended and Restated Security Agreement dated as of March 16, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Senior Secured Note Purchase Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded 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 the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the indefeasible payment in full in cash of the Obligations, termination of the commitments under the Senior Secured Note Purchase Agreement and termination of the Note Documents in accordance with their terms, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

OEM GROUP, LLC, as Pledgor

By: W-M-J
Name: Wayne Joveli
Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005754 FRAME: 0743

Accepted and Agreed:

THL CORPORATE FINANCE, INC.,
as Collateral Agent

By: 
Name: Sam W. Tillinghast
Title: Co-Chief Executive Officer &
Co-Chief Investment Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005754 FRAME: 0744

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>Trademark</u>	<u>Number</u>	<u>Date</u>	<u>Pledgor</u>
OEM GROUP	77/596,555; 4,324,636	Apr. 23, 2013	OEM Group, LLC
STORM	74/358,071; 1,804,324	Nov. 16, 1993	OEM Group, LLC

Trademark Applications: None.