

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378706

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900357171		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brass Smith Innovations, LLC		03/11/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3705876	C	
Registration Number:	3664531	SOLERA	
Registration Number:	2666548	ZGUARD	
Registration Number:	3534761	ZSPACE	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<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:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-00243		
NAME OF SUBMITTER:	Carole Dobbins		
SIGNATURE:	/Carole Dobbins/		
DATE SIGNED:	03/31/2016		

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this March 11, 2016 by and among the Grantor listed on the signature pages hereof ("Grantor"), and MADISON CAPITAL FUNDING LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Brass Smith Holdings LLC, a Delaware limited liability company, as a Guarantor ("Holdings"), Grantor, CCS Acquisition, LLC, a Colorado limited liability company, as a Guarantor ("CCS"), the other Guarantors from time to time party thereto (and together with Holdings, Grantor and CCS, collectively, the "Loan Parties") the several financial institutions from time to time party thereto, as Lenders, and Madison Capital Funding LLC, as Administrative Agent, the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of March 11, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

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

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications 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 considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement.

Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

GRANTOR:

BRASS SMITH INNOVATIONS, LLC, a Delaware limited liability company


By: _____

Name: David Wolmer

Title: Assistant Treasurer and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC

By: 
Name: Michael Nativi
Title: Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark Registrations:

Mark	Country File No.	Status	Serial No Filing Date	Reg. No. Reg. Date
C & DESIGN	United States of America 81950-733513	Registered	77252147 Aug 10, 2007	3705876 Nov 3, 2009
SOLERA	United States of America 81950-743933	Registered	77427125 Mar 20, 2008	3664531 Aug 4, 2009
ZGUARD	United States of America 81950-727786	Registered	78065021 May 22, 2001	2666548 Dec 24, 2002
ZSPACE	United States of America 81950-727558	Registered	77162296 Apr 20, 2007	3534761 Nov 18, 2008

Trademark Applications: None