

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM378506

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAPCO International, Inc.		03/30/2016	Corporation: DELAWARE

RECEIVING PARTY DATA	
Name:	First Bank
Street Address:	11901 Olive Blvd.
Internal Address:	3rd Floor
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	<i>-Stg 5/1/16 BANK: United States</i>

PROPERTY NUMBERS Total: 20		
Property Type	Number	Word Mark
Registration Number:	2210284	CABLE DETECTIVE
Registration Number:	2453860	DOMINATOR
Registration Number:	1952327	HORIZON
Registration Number:	1966188	HORIZON
Registration Number:	2022509	MEGA-FLEX
Registration Number:	2383633	SILVER-FLEX
Registration Number:	2138719	VINTAGE CABLE
Registration Number:	3636119	DOMINATOR TUNED CABLES
Registration Number:	3635836	M MOMENTUM
Registration Number:	3286171	PRO CO
Registration Number:	3337892	CAT-ALYST
Registration Number:	3158689	RAT
Registration Number:	4458541	SILVERHOG
Registration Number:	4454667	ROADHOG
Serial Number:	85925440	RAT
Registration Number:	4795808	SILVERHOG
Registration Number:	4459337	ROADHOG
Registration Number:	4454819	

OP \$515.00 2210284

Property Type	Number	Word Mark
Registration Number:	4458531	R
Registration Number:	4505224	DESIGNVISION

CORRESPONDENCE DATA

Fax Number: 3142416056
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: 3144447697
Email: sgeisen@lewisrice.com
Correspondent Name: Sara L. Geisen
Address Line 1: 600 Washington Avenue
Address Line 2: Suite 2500
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Sara L. Geisen
SIGNATURE:	/slg/
DATE SIGNED:	03/30/2016

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of March 30, 2016, by RAPCO INTERNATIONAL, INC., a Delaware corporation ("Grantor"), and FIRST BANK, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and its affiliates have entered into an Amended and Restated Credit Agreement dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor and its affiliates have entered into a Guaranty and Collateral Agreement dated as of February 29, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest and Lien in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, any income, royalties, damages and payments relating thereto, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement, the Guaranty and Collateral Agreement, and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration, and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof (provided that no security interest shall be granted in 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) and all goodwill associated therewith;
- (2) each trademark license;

- (3) all products and proceeds of, and any income, royalties, damages and payments relating to, the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark registration or trademark application referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").


Notwithstanding the foregoing, Administrative Agent and the Lenders do not acquire any security interest, Lien or other rights for any trademark that is the subject of an intent-to-use application filed in the United States Patent and Trademark Office until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application. In no event will Administrative Agent or the Lenders acquire any intent-to-use trademark applications prior to the time that the Administrative Agent has acquired a security interest and Lien in such applications according to the conditions of the preceding sentence.

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RAPCO INTERNATIONAL, INC.

By: 
Name: Linda Gast
Title: Chief Financial Officer

Acknowledged:

FIRST BANK, as Administrative Agent

By: _____
Name: _____
Title: _____

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RAPCO INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

FIRST BANK, as Administrative Agent

By: 
Name: CHRISTINA M. ROCHE
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Rapco International, Inc.	CABLE DETECTIVE	75/280,555	2,210,284	4/24/1997	12/15/1998
Rapco International, Inc.	DOMINATOR	75/697,754	2,453,860	5/4/1999	5/22/2001
Rapco International, Inc.	HORIZON	74/522,058	1,952,327	5/5/1994	1/30/1996
Rapco International, Inc.	HORIZON & Design	74/521,576	1,966,188	5/9/1994	4/9/1996
Rapco International, Inc.	MEGA-FLEX	74/630,577	2,022,509	2/6/1995	12/10/1996
Rapco International, Inc.	SILVER-FLEX	75/362,072	2,383,633	9/24/1997	9/5/2000
Rapco International, Inc.	VINTAGE CABLE	75/236,881	2,138,719	2/5/1997	2/24/1998
Rapco International, Inc.	DOMINATOR TUNED CABLES	77/338,104	3,636,119	11/27/2007	6/9/2009
Rapco International, Inc.	MOMENTUM & DESIGN	77/144,795	3635836	3/30/2007	6/9/2009
Rapco International, Inc.	PRO CO & DESIGN	78/883,479	3,286,171	5/15/2006	8/28/2007
Rapco International, Inc.	Cat-alyt & Design	77/005,302	3,337,892	9/22/2006	11/20/2007
Rapco International, Inc.	RAT	78/770,000	3,158,689	12/9/2005	10/17/2006

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Rapco International, Inc.	SILVERHOG	85/926,835	4,458,541	5/8/2013	12/31/2013
Rapco International, Inc.	ROADHOG	85/926,855	4,454,667	5/8/2013	12/24/2013
Rapco International, Inc.	RAT	85/925,440		5/7/2013	
Rapco International, Inc.	SILVERHOG & DESIGN	86/043,718	4,795,808	8/21/2013	8/8/2015
Rapco International, Inc.	ROADHOG & DESIGN	86/043,706	4,459,337	8/21/2013	12/31/2013
Rapco International, Inc.	HOG & BRICK DESIGN	85/929,011	4,454,819	5/10/2013	12/24/2013
Rapco International, Inc.	R & DESIGN	85/926,572	4,458,531	5/8/2013	12/31/2013
Rapco International, Inc.	DESIGNVISION	86/044,203	4,505,224	8/21/2013	4/1/2014