

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378772

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swanson Industries, Inc.		03/29/2016	Corporation: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as second lien collateral agent		
Street Address:	500 Delaware Avenue, 11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19899		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3386395	S	
Registration Number:	3219491	S	
Registration Number:	4319829	SWANSON	
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>			
Phone:	2128598000		
Email:	cedrick.mendoza-tolentino@friedfrank.com		
Correspondent Name:	Cedrick Mendoza-Tolentino		
Address Line 1:	One New York Plaza		
Address Line 2:	Fried, Frank, Harris, Shriver & Jacobson		
Address Line 4:	New York, NEW YORK 10128		
ATTORNEY DOCKET NUMBER:	C/M 34038-4 (CMT)		
NAME OF SUBMITTER:	Cedrick Mendoza-Tolentino		
SIGNATURE:	/CMT/		
DATE SIGNED:	03/31/2016		
Total Attachments: 7			
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF MARCH 29, 2016 AMONG ANTARES CAPITAL LP, AS FIRST LIEN AGENT ("AGENT"), FOR ITSELF AND ON BEHALF OF THE OTHER FIRST LIEN CREDITORS (AS DEFINED THEREIN) AND WILMINGTON SAVINGS FUND SOCIETY, FSB, AS SECOND LIEN AGENT, FOR ITSELF AND ON BEHALF OF THE OTHER SECOND LIEN CREDITORS (AS DEFINED THEREIN), AND ACKNOWLEDGED AND AGREED BY THE BORROWERS AND THE OTHER OBLIGORS IDENTIFIED ON THE SIGNATURE PAGES THERETO, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY SII HOLDING III CORPORATION, A DELAWARE CORPORATION (THE "INITIAL BORROWER"), SWANSON INDUSTRIES, INC., A WEST VIRGINIA CORPORATION ("SWANSON"; TOGETHER WITH INITIAL BORROWER, EACH INDIVIDUALLY A "BORROWER" AND COLLECTIVELY AS THE "BORROWERS") AND SUCH OTHER OBLIGORS PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF OCTOBER 1, 2012 (AS MAY BE FURTHER AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME THE "SENIOR CREDIT AGREEMENT") AMONG THE BORROWERS, SUCH OTHER OBLIGORS, AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT HAS BEEN AMENDED BY THAT CERTAIN (I) FIRST AMENDMENT TO CREDIT AGREEMENT DATED AS OF APRIL 15, 2013, (II) SECOND AMENDMENT TO CREDIT AGREEMENT DATED AS OF MAY 17, 2013, (III) CONSENT AND THIRD AMENDMENT TO CREDIT AGREEMENT DATED AS OF JANUARY 30, 2014, (IV) FOURTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF NOVEMBER 20, 2014, (V) FIFTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF FEBRUARY 27, 2015, (VI) SIXTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF MARCH 13, 2015, (VII) SEVENTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF APRIL 2, 2015, (VIII) EIGHTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF APRIL 16, 2015, (IX) NINTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF MAY 11, 2015, (X) TENTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF JUNE 19, 2015, (XI) ELEVENTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF NOVEMBER 6, 2015 AND (XII) TWELFTH AMENDMENT TO CREDIT AGREEMENT DATED AS OF MARCH 29, 2016 AND AS MAY BE FURTHER AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE CREDIT AGREEMENT AS CONTEMPLATED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2016, is made by Swanson Industries, Inc., a West Virginia corporation (“Grantor”), in favor of Wilmington Savings Fund Society, FSB, as second lien collateral agent (in such capacity, together with its successors and permitted assigns, “Collateral Agent”) for the Purchasers (as defined in the Note Purchase Agreement) and each other Secured Party (as defined in the Second Lien Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of March 29, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Co-Issuers, Holdings, the other “Note Parties” from time to time party thereto, and the Purchasers, the Purchasers have severally agreed to make extensions of credit to the Co-Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a second lien Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Co-Issuers; and

WHEREAS, Grantor is a party to the Second Lien Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Second Lien Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates 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 Second Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Second Lien Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;

1. all renewals and extensions of the foregoing;
2. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Second Lien Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Second Lien Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any actions that Grantor, in its reasonable business judgment, determines to be necessary in connection with their Trademarks that are subject to a security interest hereunder.

Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Second Lien Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH, ANY NOTE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED THEREIN OR RELATED THERETO (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO

RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.12.

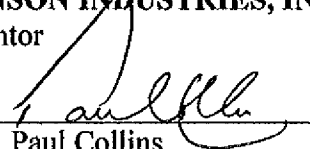
EACH GRANTOR AGREES TO BE BOUND BY THE PROVISIONS OF SUBSECTION 10.18(b) AND (c) OF THE PURCHASE AGREEMENT.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

SWANSON INDUSTRIES, INC.,
as Grantor

By: 
Name: Paul Collins
Title: Senior Vice President, Chief Financial
Officer & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

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

Very truly yours,

SWANSON INDUSTRIES, INC.,
as Grantor

By: _____

Name: Paul Collins

Title: Senior Vice President, Chief Financial
Officer & Treasurer

ACCEPTED AND AGREED
as of the date first above written:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Collateral Agent

By: _____

Name: _____

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005762 FRAME: 0331

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner of Trademark	Trademark	Country	Application Date	Registration Date	Application No	Registration No.	Status
Swanson Industries, Inc.	S	US	8/3/05	2/19/08	78/684,556	3386395	Registered
Swanson Industries, Inc.	S	US	7/29/05	3/20/07	78/681,918	3219491	Registered

2. TRADEMARK APPLICATIONS

Owner of Trademark	Trademark	Country	Application Date	Registration Date	Application No	Registration No.	Status
Swanson Industries, Inc.	SWANSON	US	3/5/12	04/16/13	85/560217	4319829	Registered