

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384405

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900363245		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
French Company LLC		07/31/2014	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	401 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86128894	FACILITYCONNECT ONSITE INSIGHT	
Serial Number:	86030273	FACILITYCONNECT	
Serial Number:	85913765	EVIEW	
Serial Number:	85913727	EVIEW	
Serial Number:	74589190	THE FRENCH COMPANY	
Serial Number:	77364198	PROGRESSIVE BUSINESS SOLUTIONS SINCE 197	
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:	mtily@fdh.com		
Correspondent Name:	Michael Tily		
Address Line 1:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Michael Tily		
SIGNATURE:	/s/ Michael Tily		
DATE SIGNED:	05/16/2016		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2014, is made by French Company LLC ("Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2012 (as amended by way of that certain First Amendment to Credit Agreement dated as of February 29, 2012, as further amended by way of that certain Second Amendment to the Credit Agreement dated July 31, 2013 (which Second Amendment included a discharge of the Canadian Credit Parties and the Canadian Agent), as further amended by way of that certain Third Agreement to the Credit Agreement dated November 5, 2013, as further amended by way of that certain Fourth Amendment to the Credit Agreement dated March 31, 2014, as further amended by way of that certain Fifth Amendment to the Credit Agreement dated April 30, 2014, as further amended by way of that certain Sixth Amendment to the Credit Agreement dated July 31, 2014, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Wanzl LLC, a Delaware limited liability company ("Holdings"), Technibilt, Ltd., a North Carolina corporation ("Technibilt") (Holdings and Technibilt are sometimes referred to herein collectively as the "Borrowers"), the other Credit Parties thereto, General Electric Capital Corporation, a Delaware corporation, as Agent for the US Lenders, GE Canada Finance Holding Company, as Canadian Agent for the Canadian Lenders, and the several financial institutions from time to time party to thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Joinder Agreement of even date herewith in favor of the Agent (the "Joinder Agreement"), to become a party to the Guaranty and Security Agreement dated as of January 17, 2012, among the Borrowers, each other grantor from time to time party thereto, and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is obligated to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers and to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the 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 Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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.

Grantor and the Agent for the benefit of the Secured Parties hereby acknowledge and agree that the security interest in the Collateral created hereby shall not include any Excluded Property.

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

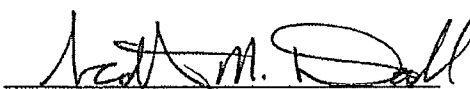
Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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 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.

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.

FRENCH COMPANY LLC,
as Grantor

By: 
Name: Scott M. Dahl
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE FOR TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005789 FRAME: 0669

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.

FRENCH COMPANY LLC,
as Grantor

By: _____
Name: Scott M. Dahl
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Janani Sharma
Name:
Title: **Janani Sharma**
Duly Authorized Signatory

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

TRADEMARK
REEL: 005789 FRAME: 0670

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

A. Registered Trademarks and Service Marks (Active)

Trademark	Country	Serial No. (Date)	Reg. No. (Date)
FACILITYCONNECT ONSITE INSIGHT	USA	86/128,894 (11/25/13)	
FACILITYCONNECT	USA	86/030,273 (8/6/13)	
EVIEW	USA	85/913,765 (4/24/13)	4,443,810 (12/3/13)
EVIEW	USA	85/913,727 (4/24/13)	4,443,808 (12/3/13)
THE FRENCH COMPANY	USA	74/589,190 (10/21/1994)	1,936,935 (11/21/1995)

B. Registered Trademarks and Service Marks (Abandoned)

Mark Name	Country	Serial No. (Date)	Reg. No. (Date)
PROGRESSIVE BUSINESS SOLUTIONS SINCE 1973	USA	77/364,198 (1/4/2008)	

TRADEMARK APPLICATIONS

None

IP LICENSES

- Software Development Contract dated as of May 18, 2012, by and between The French Company and Wentworth Solutions, as assigned to and assumed by French Company LLC pursuant to that certain Bill of Sale, Assignment and Assumption dated as of July 31, 2014, between The French Company and French Company LLC.
- The following Open-Source Code:

Description of Open Source Software	Relevant Company Software
modConstants	Sapphire Software
modFindReplace	Sapphire Software
modUtility	Sapphire Software
modValidate	Sapphire Software
clsCombo	Sapphire Software
clsSameText	Sapphire Software
digFindReplace	Sapphire Software

Description of Open Source Software	Relevant Company Software
rptWorksheetsFlaggedForReview	Sapphire Reports
modUtility	Sapphire Reports
modPDF	Sapphire Reports
frmInventoryByEmp	Sapphire Reports
modExcel	Sapphire Reports
ModUDFs	Sapphire Reports
frmInvoices	Sapphire Reports
modMigrationTools	Sapphire Reports
frmContractNotOnTime	Sapphire Reports
modSearchFindAsYouType	Sapphire Reports
Utility_sort.d	Emerald
clsIsSameText	Gemserver
ClsUsers	Gemserver
Modernizr	jQuery Plugin for eView
Google Chart	jQuery Plugin for eView
Google Maps	jQuery Plugin for eView
Color Picker	jQuery Plugin for eView
DataTables	jQuery Plugin for eView
Angular UI	jQuery Plugin for eView
Select2	jQuery Plugin for eView
TipTip	jQuery Plugin for eView
Noty	jQuery Plugin for eView
Purl	jQuery Plugin for eView
Toggles	jQuery Plugin for eView
ClosedXML	eView (Server Side)
Ionic Zip	eView (Server Side)
Newtonsoft Json	eView (Server Side)
Google Angular	eView (Client Side)
JQuery	eView (Client Side)