

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taghleef Industries Inc.		05/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited, as Security Agent		
Street Address:	One King's Arms Yard		
Internal Address:	Third Floor		
City:	London		
State/Country:	ENGLAND		
Postal Code:	EC2R 7AF		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2188748	AET	
Registration Number:	2188747	AET	
Registration Number:	1490169	BXT	
Registration Number:	3743196	OPPTIC	
Registration Number:	2731632	SYNCARTA	
Registration Number:	3036327	SYNDECOR	
Registration Number:	2057521	VISION	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		

CH \$190.00 2188748

DATE SIGNED:	05/12/2016
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 11, 2016 (this "Agreement"), is made by each of the signatories hereto indicated as a "Grantor" (each a "Grantor" and collectively, the "Grantors") in favor of Wilmington Trust (London) Limited, as Security Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Security Agent").

WHEREAS, pursuant to that certain Facilities Agreement dated as of May 5, 2016 by and among Taghleef Industries Holdco Limited, a company incorporated under the laws of the Dubai International Financial Centre ("Parent"), the subsidiaries of the Parent that are Borrowers and/or Guarantors thereunder, the Lenders party thereto, the Security Agent and the other parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and conditions set forth therein; and

WHEREAS, as a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Borrowers under the Senior Facilities Agreement, the Grantors entered into a Security Agreement dated as of May 11, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the Security Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Security Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Security Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Security Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Senior Facilities Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Security Agent, and hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos,

Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts


This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each 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.

TAGHLEEF INDUSTRIES INC.,
as Grantor


By: _____
Name: _____
Title: _____



[TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: 

Name:

Title:

Sajada Afzal
Vice President

[TRADEMARK SECURITY AGREEMENT]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
US	AET	75/129,912	7/3/1996	2,188,748	9/15/1998
US	AET (STYLIZED)	75/129,546	7/3/1996	2,188,747	9/15/1998
CA	BX	402339	9/20/1976	TMA224,355	11/25/1977
CA	BXT	402338	9/20/1976	TMA224,354	11/25/1977
CN	BXT	1093993	6/17/1996	1093993	9/7/1997
US	BXT	73/689,685	10/13/1987	1,490,169	5/31/1988
US	OPptic (stylized)	77/608,669	11/6/2008	3,743,196	1/26/2010
MX	RE & Design	1162100	3/10/2011	1234448	8/23/2011
MX	RE & Design	1164928	3/22/2011	1231279	8/3/2011
AR	SYNCARTA	3234847	3/26/2013	2655556	6/11/2014
AU	SYNCARTA	930627	10/14/2002	930627	2/17/2003
BR	SYNCARTA	825058023	10/25/2002		
CA	SYNCARTA	1156500	10/21/2002	TMA611,756	6/2/2004
EM	SYNCARTA	002891141	10/15/2002	002891141	12/17/2003
MX	SYNCARTA	0571729	10/22/2002	769207	11/19/2002
US	SYNCARTA	76/403,735	5/3/2002	2,731,632	7/1/2003
CA	SYNDECOR	1232108	9/29/2004	TMA680,959	2/1/2007
CN	SYNDECOR	6211303	8/9/2007	6211303	2/21/2010
EM	SYNDECOR	004025599	9/14/2004	004025599	1/3/2006
MX	SYNDECOR	0677281	9/15/2004	862417	11/30/2004
US	SYNDECOR	76/578,972	3/3/2004	3,036,327	12/27/2005
US	TI FILMS				
AR	VISION	2856315 (former No. 2090126)	7/13/1997	2322380 (former No.1692160)	10/1/1998
AU	VISION	729288	3/6/1997	729288	12/8/1997
CA	VISION	838499	3/5/1997	TMA491,307	3/12/1998
EM	VISION	000480244	3/4/1997	000480244	10/16/1998
IL	VISION	110818	3/3/1997	110818	6/5/1998
PE	VISION	042025	6/20/1997	039439	9/22/1997
US	VISION	75/130,887	7/8/1996	2,057,521	4/29/1997

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RECORDED: 05/12/2016

**TRADEMARK
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