

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM390623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INJECTRONICS CORPORATION		07/01/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS BANK USA		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2511453	INJECTRONICS	
<b>Registration Number:</b>	2559340		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128225096		
<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>			
<b>Email:</b>	nbrowand@milbank.com		
<b>Correspondent Name:</b>	Milbank, Tweed, Hadley & McCloy LLP		
<b>Address Line 1:</b>	28 Liberty Street		
<b>Address Line 2:</b>	Attn: Nathaniel T. Browand		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	30045.60601		
<b>NAME OF SUBMITTER:</b>	Nathaniel T. Browand		
<b>SIGNATURE:</b>	/Nathaniel T. Browand/		
<b>DATE SIGNED:</b>	07/07/2016		
<b>Total Attachments: 4</b>			
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**TRADEMARK**

**REEL: 005830 FRAME: 0114**

**GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS**

**July 1, 2016**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INJECTRONICS CORPORATION, a Massachusetts corporation (the “Grantor”), hereby grants to GOLDMAN SACHS BANK USA, with offices at 200 West Street, New York, New York 10282-2198, as Collateral Agent (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof.

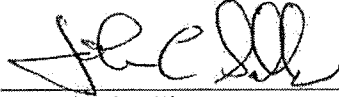
THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Second Lien Security Agreement by, among Grantor, Grantee, Pantheon Merger Corp., a Delaware corporation (“Initial Borrower”), upon the effectiveness of the Closing Date Acquisition (as defined therein), Phillips-Medsize Corporation, a Delaware corporation and successor in interest to Initial Borrower, Pantheon Parent Corp., a Delaware corporation, as a Guarantor, and the other Guarantors parties thereto, dated as of June 16, 2014 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

GRANTOR:

**INJECTRONICS CORPORATION,**  
a Massachusetts corporation,

By: 

Name: John C. Sills

Title: Treasurer

[Signature Page to Grant of Second Lien Security Interest in United States Trademarks]

**GRANTEE:**

**GOLDMAN SACHS BANK USA,**  
as Collateral Agent

By: 

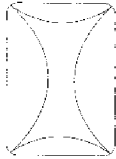
Name:

Title:

[Signature Page to Grant of Second Lien Security Interest in United States Trademarks]

SCHEDULE A

**U.S. Federal Trademark Registrations**

Trademark	Registration Number	Registration Date	Status	Goods and Services
INJECTRONICS	2511453	11/27/2001	RENEWED (REGISTERED)	(INT. CL. 9) COMPUTER KEYBOARDS, CASH REGISTER HOUSINGS, AND BAR CODE SCANNER HOUSINGS (INT. CL. 10) MOLDED PLASTIC PAP SMEAR TUBES (INT. CL. 11) FLASHLIGHT HOUSINGS AND HVAC COMPONENTS, NAMELY, MANUAL CONTROL LEVERS, CONTROL FLAPS AND DOORS
Design Only 	2559340	4/9/2002	RENEWED (REGISTERED)	(INT. CL. 9) COMPUTER KEYBOARDS, CASH REGISTER HOUSINGS, AND BAR CODE SCANNER HOUSINGS (INT. CL. 10) MOLDED PLASTIC PAP SMEAR TUBES (INT. CL. 11) FLASHLIGHT HOUSINGS AND HVAC COMPONENTS, NAMELY, MANUAL CONTROL LEVERS, CONTROL FLAPS AND DOORS (INT. CL. 12) PLASTIC FITTED COMPONENTS FOR LAND VEHICLES, NAMELY, INTERIOR TRIM, LIFT GATE TRIM, DOOR TRIM, STEERING COLUMN SHROUDS, WIRING HARNESSSES, BRACKETS, RETAINERS, MOLDINGS, ESCUTCHEONS, SEAT TRACK COVERS, INSULATOR COVERS, LINK COVERS, HOLE COVERS, AIR BAG SWITCH COVERS, AIR BAG HOUSINGS, ACS HOUSINGS, CLOCK HOUSINGS, ENGINE SHIELDS, SIDE SHIELDS, RADIATOR SHIELDS, SPLASH SHIELDS, WIRING SHIELDS AND BATTERY SHIELDS