

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stowe Woodward LLC		08/09/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	214 North Tryon Street		
<b>Internal Address:</b>	27th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2526224	NIPPROFILER	
<b>Registration Number:</b>	2686915	SMART	
<b>Registration Number:</b>	3238252	TITAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>Phone:</b>	3128762837		
<b>Email:</b>	hope.karmo@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP - Tara Sliva		
<b>Address Line 1:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 2:</b>	P.O. Box #061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	10024486.000039		
<b>NAME OF SUBMITTER:</b>	Tara Reedy Sliva		
<b>SIGNATURE:</b>	/tara reedy sliva/		
<b>DATE SIGNED:</b>	08/09/2016		
<b>Total Attachments: 4</b>			

OP \$90.00 2526224

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Stowe Woodward LLC, a Delaware limited liability company (the "Grantor") with principal offices at 14101 Capital Boulevard, Youngsville, North Carolina 27596, hereby grants to U.S. Bank National Association, as Collateral Agent for the benefit of the Secured Parties (as defined in the Security Agreement) (the "Grantee") with principal offices at 214 North Tryon Street, 27th Floor, Charlotte, NC 28202, a continuing security interest to secure the Secured Obligations (as defined in the Security Agreement) 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 (the "Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill of the businesses with which the Trademarks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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 Pledge and Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of August 9, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of any termination (as set forth in Section 9 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under 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.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day of August, 2016.

**STOWE WOODWARD LLC,**  
Grantor

By 

Name: Clifford E. Pietrafitta

Title: Vice President, Chief Financial  
Officer and Treasurer

*[Signature page in the Stowe Woodward LLC Trademark Security Agreement]*

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 9th day of August, 2016.

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent and Grantee

By Allison Lancaster-Poole

Name: ALLISON LANCASTER-POOLE  
Title: Vice President

*[Signature page to the Stowe Woodward LLC Trademark Security Agreement]*

Schedule A

Trademarks

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
Canada	BLUE STEEL	Registered	1341603	3/30/07	TMA720220	8/4/08
Canada	REELTIGHT	Registered	1340468	3/22/2007	TMA720230	8/5/08
US	NIPPROFILER	Registered Supplemental Register	75692783	4/28/99	2526224	1/1/02
US	SMART	Registered	75740751	6/30/99	2686915	2/11/03
US	TITAN	Registered	78660704	6/29/05	3238252	5/1/07