

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Security Interest in Trademarks, Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camp Systems International Inc.		08/18/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2517102	ASO	
Registration Number:	2542704	ASO	
Registration Number:	1908820	CESCOM	
Registration Number:	2118980	ECTM	
Registration Number:	2117374	HECTM	
Registration Number:	2515006	THE AIRCRAFT MARKET IN REAL TIME	
Registration Number:	3060859	WEBECTM	
Registration Number:	4490722	TREND GROUP	
Registration Number:	4470966	AVTRAK	
Registration Number:	2144786	CAMP	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street		
Address Line 4:	Los Angeles, CALIFORNIA 90071		

CH \$265.00 2517102

ATTORNEY DOCKET NUMBER:	1146605-0034-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	08/19/2016

Total Attachments: 5

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NOTICE OF SECURITY INTEREST IN TRADEMARKS

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2016 (this "Agreement"), among CAMP SYSTEMS INTERNATIONAL INC. (the "Grantor") and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of August 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") among CAMP International Holding Company, a Delaware corporation (the "Borrower"), CAMP Investors I, Inc., a Delaware corporation ("Holdings") the Lenders from time to time party thereto and UBS AG, STAMFORD BRANCH, as Administrative Agent and (b) the Second Lien Collateral Agreement dated of August 18, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in (i) all of such Grantor's right, title and interest in, to and under the United States Trademark applications and registrations listed on Schedule I attached hereto (the "Trademark Collateral"), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments

in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without recourse to, and without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CAMP SYSTEMS INTERNATIONAL
INC., as Grantor

By: Ken Gray
Name: Ken Gray
Title: Chief Executive Officer

[Signature Page to Camp Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005859 FRAME: 0850

UBS AG, STAMFORD BRANCH, as Collateral Agent


By: 
Name: Darlene Arias
Title: Director

By: 
Name: Kenneth Chin
Title: Director

[Signature Page to Camp Second Lien Trademark Security Agreement]

Schedule I

TRADEMARKS

Trademark	Registered Owner/Applicant	Registration No.	Registration Date
ASO	CAMP Systems International, Inc.	2517102	12/11/2001
	CAMP Systems International, Inc.	2542704	2/26/2002
CESCOM	CAMP Systems International, Inc.	1908820	8/1/1995
ECTM	CAMP Systems International, Inc.	2118980	12/9/1997
HECTM	CAMP Systems International, Inc.	2117374	12/2/1997
THE AIRCRAFT MARKET IN REAL TIME	CAMP Systems International, Inc.	2515006	12/4/2001
WEBECTM	CAMP Systems International, Inc.	3060859	2/21/2006
TREND GROUP	CAMP Systems International, Inc.	4490722	3/4/2014
AVTRAK	CAMP Systems International, Inc.	4470966	3/4/2014
CAMP	CAMP Systems International, Inc.	2144786	3/17/1998