# CH \$65.00 32224

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM395716

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Notice of Security Interest in Trademarks, Second Lien	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Continuum Applied Technology, 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: 2**

Property Type	Number	Word Mark	
Registration Number:	3222453	CORRIDOR	
Registration Number:	3236784	CONTINUUM APPLIED TECHNOLOGY	

### **CORRESPONDENCE DATA**

**Fax Number:** 2134522329

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.

**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

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

### **Total Attachments: 5**

source=Camp - 2L Trademark Security Agreement - Continuum Applied Technology, I#page1.tif source=Camp - 2L Trademark Security Agreement - Continuum Applied Technology, I#page2.tif source=Camp - 2L Trademark Security Agreement - Continuum Applied Technology, I#page3.tif

TRADEMARK REEL: 005859 FRAME: 0902

900375426

source=Camp - 2L Trademark Security Agreement - Continuum Applied Technology, l#page4.tif source=Camp - 2L Trademark Security Agreement - Continuum Applied Technology, l#page5.tif

### NOTICE OF SECURITY INTEREST IN TRADEMARKS

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2016 (this "<u>Agreement</u>"), among CONTINUUM APPLIED TECHNOLOGY, INC. (the "<u>Grantor</u>") and UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "<u>Collateral Agent</u>").

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. <u>Terms</u>. 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. <u>Termination</u>. 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. <u>Collateral Agreement</u>. 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. <u>Counterparts</u>. 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.

[Remainder of Page Intentionally Left Blank]

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

CONTINUUM APPLIED TECHNOLOGY, INC., as Grantor

By:

Name: Ken Gray

Title: Chief Executive Officer

[Signature Page to Camp Second Lien Trademark Security Agreement]

UBS AG, STAMFORD BRANCH, as Collateral Agent

By:

Name: Darlene Arias

Title: Director

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
CORRIDOR	Continuum Applied Technology, Inc.	3222453	3/27/2007
CONTINUUM APPLIED TECHNOLOGY	Continuum Applied Technology, Inc.	3236784	5/1/2007

**RECORDED: 08/19/2016**