

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VIRTEK VISION INTERNATIONAL ULC		08/31/2016	Unlimited Liability Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank, as Agent		
<b>Street Address:</b>	300 Park Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Utah State Bank: UTAH		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2517795	LASERQC	
<b>Registration Number:</b>	3135021	V	
<b>Registration Number:</b>	2940667	VIRTEK	
<b>Registration Number:</b>	1963803	VIRTEK LASEREDGE	
<b>Registration Number:</b>	1994559	VIRTEK TRUSSLINE	
<b>Registration Number:</b>	3791987	VIRTEK TRUSSVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	614-280-3568		
<b>Email:</b>	John.Salvage@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Leslie Kirsner		
<b>SIGNATURE:</b>	/Leslie Kirsner/		

OP \$165.00 2517795

<b>DATE SIGNED:</b>	09/15/2016
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**Total Attachments: 7**  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

VIRTEK VISION INTERNATIONAL ULC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Unlimited Liability Corporation
- Association
- Limited Partnership

Citizenship (see guidelines) British Columbia, Canada

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 31, 2016

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ally Bank, as Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I attached

See Schedule I attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: John Salvage

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way  
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3568

Docket Number: \_\_\_\_\_

Email Address: John.Salvage@wolterskluwer.com

**6. Total number of applications and registrations involved:**

6

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

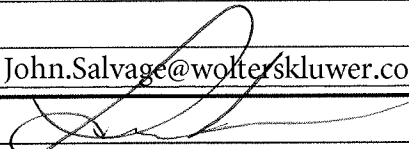
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Leslie Kirsner

Name of Person Signing

September 12, 2016

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of August 31, 2016, by VIRTEK VISION INTERNATIONAL ULC (the "Grantor"), in favor of ALLY BANK, as Agent.

**WITNESSETH:**

WHEREAS, reference is made to that certain Security Agreement, dated as of August 31, 2016 (including all exhibits and schedules thereto and as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"), by and among Grantor and ALLY BANK ("Ally"), as administrative and collateral agent for the Secured Parties (as herein defined) (in such capacity, together with its successors and assigns, the "Agent").

WHEREAS, Grantor is required to execute and deliver to the Agent this Trademark Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and in the Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment and performance in full of the Secured Obligations, Grantor hereby grants to the Agent and its successors and assigns, for the benefit of the Secured Parties, a continuing lien on and security interest in all of such Grantor's right, title and interest in, to and under any Trademarks and Trademark Licenses constituting Collateral owned by Grantor, along with all goodwill associated therewith (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising and wherever located, including all Trademarks set forth in Schedule I, provided that no lien or security interest shall be granted on any trademark or service mark consisting of an "intent to use" application until such time as an amendment to allege use in respect thereof has been accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The liens and security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, and not in limitation, of the liens and security interests granted to the Agent, for the benefit of the Secured Parties, as security for the payment and performance in full of the Secured Obligations, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the liens on and security interests in the Trademark Collateral 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 Trademark Security Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the liens and security interests granted hereby shall be automatically released in accordance with the provisions set forth in the Security Agreement.

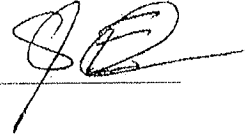
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

7. SUBORDINATION AND INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Ally, as Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Ally, as Agent, with respect to any Collateral hereunder or thereunder, are subject to the provisions of the Subordination and Intercreditor Agreement, as amended, restated, amended and restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Subordination and Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Subordination and Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank; signature pages follow]

VIRTEK VISION INTERNATIONAL ULC

By: \_\_\_\_\_  
Name: Stanley Edme  
Title: Vice President

A handwritten signature in black ink, appearing to be 'SE', written over a horizontal line.

Signature Page to Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 005876 FRAME: 0593**

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK APPLICATIONS AND REGISTRATIONS  
(see attached)

Trademark	Jurisdiction	Application Date	Application No.	Registration Date	Registration No.	Owner
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Laserc	US	5/13/1998	75484262	12/11/2011	2517795	Virtek Vision International ULC
V Design Logo	US	12/1/2004	78525397	8/29/2006	3135021	Virtek Vision International ULC
Virtek	US	9/6/2002	78161527	4/12/2005	2940667	Virtek Vision International ULC
Virtek Laseredge	US	8/15/1994	74561368	5/26/1996	1963803	Virtek Vision International ULC
Virtek Trussline	US	12/7/1994	74608180	8/20/1996	1994559	Virtek Vision International ULC
Virtek Trussview	US	12/8/2008	77629049	5/25/2010	3791987	Virtek Vision



