

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gerber Technology LLC		08/31/2016	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Lightship Capital LLC		
Street Address:	330 Madison Avenue		
Internal Address:	28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	3161916	ACCUMARK	
Registration Number:	3920247	COMPOSINEST	
Registration Number:	2712066	CUTWORKS	
Registration Number:	2094761	EDGE	
Registration Number:	3131903	G (STYLIZED COLOR)	
Registration Number:	3134918	G	
Registration Number:	3282346	GERBER	
Registration Number:	1171987	GERBER BRISTLE SQUARE	
Registration Number:	1914595	GERBER EDGE	
Registration Number:	4800241	GERBER PARAGON	
Registration Number:	2671493	GERBER SCIENTIFIC PRODUCTS	
Registration Number:	2665858	G GERBER SCIENTIFIC PRODUCTS	
Registration Number:	2676880	G GERBER SCIENTIFIC PRODUCTS	
Registration Number:	3828784	GERBERCAT	
Registration Number:	2612417	GERBERCUTTER	
Registration Number:	2733953	GSP	
Registration Number:	1666485	GSP	
Registration Number:	3425430	PIVEX	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3616072	SABRE
Registration Number:	4769309	PARAGON

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 212-596-9253

Email: trademarks@ropesgray.com

Correspondent Name: Kavita DeVaney

Address Line 1: 1211 Avenue of the Americas

Address Line 4: NewYork, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 109764-0024-003

NAME OF SUBMITTER: Kavita DeVaney

SIGNATURE: /Kavita DeVaney/

DATE SIGNED: 09/07/2016

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of August 31, 2016, by GERBER TECHNOLOGY LLC (the "Grantor"), in favor of LIGHTSHIP CAPITAL LLC, as Agent.

WITNESSETH:

WHEREAS, reference is made to that certain Pledge and 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 AG Finco LLC, a Delaware limited liability company (the "Issuer"), AG GUARANTOR LLC, a Delaware limited liability company ("Holdings"), CERTAIN SUBSIDIARIES OF HOLDINGS FROM TIME TO TIME PARTY THERETO (together with the Issuer, the "Subsidiary Grantors" and, collectively with Holdings, the "Grantors") and LIGHTSHIP CAPITAL LLC ("Lightship"), 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 Section 10 of 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 Lightship, as Agent, pursuant to this Trademark Security Agreement and the Security Agreement in any Collateral, and the exercise of any right or remedy by Lightship, 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GERBER TECHNOLOGY LLC, as Grantor

By: 
Name: Stanley Edme
Title: Vice President

Signature Page to Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005877 FRAME: 0797

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

Trademark	Jurisdiction	Application Date	Application No.	Registration Date	Registration No.	Owner
AccuMark (Special Form)	US	5/16/2005	78/630270	10/24/2006	3161916	Gerber Technology LLC
ComposiNest (Special Form)	US	10/8/2008	77/588506	2/15/2011	3920247	Gerber Technology LLC
Cutworks	US	10/23/2001 Org 4/29/2003	76/328957	4/29/2013	2712066	Gerber Technology LLC
Edge	US	7/23/1996 Org 9/9/1997	75/138401	9/9/2007	2094761	Gerber Technology LLC
G (Stylized Color)	US	6/14/2004	78/434899	8/22/2006	3131903	Gerber Technology LLC
G (Stylized) III	US	6/14/2004	78/434826	8/29/2006	3134918	Gerber Technology LLC
Gerber	US	6/14/2004	78/434746	8/21/2007	3282346	Gerber Technology LLC
Gerber Bristle Square	US	6/7/1979 Org 10/6/1981	73/218828	10/6/2011	1171987	Gerber Technology LLC
Gerber Edge	US	9/1/1993 Org 8/29/1995	74/431868	8/29/2005	1914595	Gerber Technology LLC
Gerber Paragon and Design	US	7/25/13	86/019666	8/25/2015	4800241	Gerber Technology LLC
Gerber Scientific Products	US	8/29/2001 Org 1/7/2003	76/306394	1/7/2013	2671493	Gerber Technology LLC
Gerber Scientific Products and G (Stylized) I	US	8/29/2001 Org 12/24/2012	76/306752	12/24/2012	2665858	Gerber Technology LLC

