

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM398661

<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>
Spring (U.S.A.) Corporation		09/15/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Avante Mezzanine Partners SBIC II, L.P.		
<b>Street Address:</b>	11150 Santa Monica Blvd.		
<b>Internal Address:</b>	Suite 1470		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3600549	SMARTSTONE	
<b>Registration Number:</b>	3652811	SMARTSTONE INDUCTION	
<b>Registration Number:</b>	2882361	SPRING USA	
<b>Registration Number:</b>	4158185	SPRING WORLDWIDE	
<b>Registration Number:</b>	3909267	MAX INDUCTION	
<b>Registration Number:</b>	4433438	THE EVOLUTION OF INTELLIGENT DESIGN	
<b>Registration Number:</b>	4235279	XCESSORIES	
<b>Registration Number:</b>	4235280	XCESSORIES	
<b>Registration Number:</b>	4652243	MOTIF	
<b>Registration Number:</b>	4655767	SPRING USA MOTIF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

OP \$265.00 3600549

<b>NAME OF SUBMITTER:</b>	Sara M. Bauer
<b>SIGNATURE:</b>	/sara bauer/
<b>DATE SIGNED:</b>	09/15/2016
<b>Total Attachments: 6</b> source=Avante - Spring - Trademark Security Agreement (executed)#page1.tif source=Avante - Spring - Trademark Security Agreement (executed)#page2.tif source=Avante - Spring - Trademark Security Agreement (executed)#page3.tif source=Avante - Spring - Trademark Security Agreement (executed)#page4.tif source=Avante - Spring - Trademark Security Agreement (executed)#page5.tif source=Avante - Spring - Trademark Security Agreement (executed)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of September 15, 2016, by SPRING (U.S.A.) CORPORATION, a Delaware corporation (the “**Grantor**”), in favor of AVANTE MEZZANINE PARTNERS SBIC II, L.P. (the “**Avante Investor**”) and each other Purchaser from time to time party to the Note Purchase Agreement referred to below.

### WITNESSETH

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among the Grantor and the Purchasers from time to time party thereto (as amended, modified or supplemented from time to time, the “**Note Purchase Agreement**”), the Purchasers have agreed to purchase the Notes upon the terms and subject to the conditions set forth therein; and

WHEREAS, the obligation of each of the Purchasers to purchase the Notes is subject to the condition, among others, that the Grantor execute and deliver this Agreement and grant the Lien in favor of the Purchasers as hereinafter described;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Note Purchase Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations (as defined in the Security Agreement), the Grantor hereby grants to the Purchasers a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

(a) All of the Trademarks (as defined in the Security Agreement) set forth in Schedule I now owned or from time to time after the date hereof owned or acquired by the Grantor;

Unless and until an Event of Default shall occur and be continuing, the Grantor shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Purchasers in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Purchasers under the other Security Documents. Such other Security Documents (and all rights and remedies of the

Purchasers thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Purchasers with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Note Purchase Agreement and the other Operative Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Financing Document. This Agreement is an Operative Document and a Security Document executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

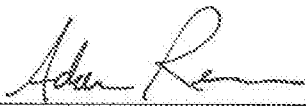
SECTION 7. Governing Law. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, and all amendments and supplements hereof and all waivers and consents hereunder, shall be construed in accordance with and governed by the internal laws of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

**SPRING (U.S.A.) CORPORATION**

By:   
Name: Adam Reeves  
Title: Vice President and Treasurer


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005877 FRAME: 0984**

Acknowledged and agreed to as of the date first above written.

**AVANTE MEZZANINE PARTNERS SBIC II,  
L.P.**

By: AVANTE MEZZANINE PARTNERS  
SBIC II, LLC, its General Partner



By:   
Name: Ivelisse Rodriguez Simon  
Title: Authorized Signer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005877 FRAME: 0985**

**SCHEDULE I**

Trademark Status	Trademark Name	Country	Application Number	Filing Date	Registration Number	Registration Date
Registered; Notice of Acceptance Under Section 8 received 3/29/15	SMARTSTONE	US	77/454656	April 22, 2008	3600549	March 31, 2009
Registered; Notice of Acceptance of Renewal received 12/4/15	SMARTSTONE INDUCTION	US	77/454663	April 22, 2008	3652811	July 7, 2009
Registered; Notice of Acceptance of Renewal received 6/28/14	SPRING USA	US	76/396053	April 16, 2002	2882361	September 7, 2004
Registered	SPRING WORLDWIDE	US	77/847149	October 12, 2009	4158185	June 12, 2012
Registered; Section 8 & 15 filed 7/18/16	MAX INDUCTION	US	77/947800	March 1, 2010	3909267	January 18, 2011
Registered	THE EVOLUTION OF INTELLIGENT DESIGN	US	85/658990	June 22, 2012	4433438	November 12, 2013
Registered	XCESSORIES	US	85/501416	December 21, 2011	4235279	October 30, 2012
Published; Extension of time to file Statement of Use approved 7/27/16	INTEGRA	US	86/258627	April 22, 2014		

Trademark Status	Trademark Name	Country	Application Number	Filing Date	Registration Number	Registration Date
Registered	XESSORIES (STYLIZED) 	US	85/501421	December 21, 2011	4235280	October 30, 2012
Registered	MOTIF	US	86/258632	April 22, 2014	4652243	December 9, 2014
Registered	SPRING USA MOTIF Logo 	US	86/258637	April 22, 2014	4655767	December 16, 2014
Registered	SPRUSA (Stylized)	China	14984026	July 29, 2014	14984026	September 21, 2015
Registered	SPRING WORLDWIDE	China	14984027	July 29, 2014	14984027	September 21, 2015