

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM400497

<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>
Aptean, Inc.		09/30/2016	Corporation: DELAWARE
Aptean Parent Co S.a.r.l.		09/30/2016	Societe a responsabilite limitee: LUXEMBOURG
Stardyne Technologies US Inc.		09/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc.		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4568662	STARDYNE TECHNOLOGIES	
<b>Registration Number:</b>	2620517	ASYST	
<b>Registration Number:</b>	2665709	JUSTINTER.NET	
<b>Registration Number:</b>	2683627	JUSTINTER.NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128622000		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	13999-4-RFS		
<b>NAME OF SUBMITTER:</b>	Rob Soneson		

CH \$115.00 4568662

<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	09/30/2016
<b>Total Attachments: 5</b> source=EXECUTED - Aptean (StarDyne) - 1st Lien - US Trademark Security Agt_(43374717_1)#page1.tif source=EXECUTED - Aptean (StarDyne) - 1st Lien - US Trademark Security Agt_(43374717_1)#page2.tif source=EXECUTED - Aptean (StarDyne) - 1st Lien - US Trademark Security Agt_(43374717_1)#page3.tif source=EXECUTED - Aptean (StarDyne) - 1st Lien - US Trademark Security Agt_(43374717_1)#page4.tif source=EXECUTED - Aptean (StarDyne) - 1st Lien - US Trademark Security Agt_(43374717_1)#page5.tif	

## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement dated as of September 30, 2016 (this “Trademark Security Agreement”), is made by the Pledgors that are signatory hereto, in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain first lien credit agreement, dated as of February 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Aptean, Inc., a Delaware corporation (the “Borrower”), Aptean Parent Co S.à.r.l., a Luxembourg *société à responsabilité limitée*, with registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 169191, with a share capital of USD 20,000 (“Holdings”), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

### W I T N E S S E T H:

WHEREAS, pursuant to a Joinder Agreement delivered by the Pledgors to the Collateral Agent of even date herewith, each Pledgor agrees to be bound by a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and other benefits accruing to each Pledgor, the receipt and sufficiency of which are hereby acknowledged, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of each Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of each Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledges and

affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to such Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

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

**STARDYNE TECHNOLOGIES US INC.,**  
a Delaware corporation  
as Pledgor


**UNITED SYSTEMS TECHNOLOGY, INC.,**  
an Iowa corporation  
as Pledgor

By: Kim L. Eaton  
Name: Kim L. Eaton  
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.,**  
as Collateral Agent

By:   
Name: Lisa Hansen  
Title: VP

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
StarDyne Technologies Inc.	4,568,662	STARDYNE
United Systems Technology, Inc.	2,620,517	ASYST
United Systems Technology, Inc.	2,665,709	JUSTINTER.NET
United Systems Technology, Inc.	2,683,627	JUSTINTER.NET