TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nisco Holding Company		11/02/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Agent
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2945670	NISCO

CORRESPONDENCE DATA

Fax Number: 3125585700

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:	(312) 558-6352
Email:	mfoy@winston.com
Correspondent Name:	Michelle Foy, Winston & Strawn LLP
Address Line 1:	35 West Wacker Drive
Address Line 2:	Suite 4200
Address Line 4:	Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	1740.231
NAME OF SUBMITTER:	Michelle Foy
SIGNATURE:	/Michelle Foy/
DATE SIGNED:	11/02/2016

Total Attachments: 4
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the *"Trademark Security Agreement"*) dated November 2, 2016, is made by the Persons listed on the signature pages hereof (the *"Pledgor"*) in favor of Bank of America, N.A., as Agent (together with its permitted successors in such capacity the *"Agent"*) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, CS INTERMEDIATE HOLDCO 1 LLC (*"Holdings"*), the U.S. Subsidiaries of Holdings party thereto as Grantors, certain other Subsidiaries of Holdings, and the lenders party thereto from time to time, have entered into that certain Third Amended and Restated Loan Agreement, dated as of November 2, 2016 (as it may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the *"Loan Agreement"*) in favor of Bank of America, N.A., as the Agent for the Secured Parties.. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Loan Agreement, the Pledgor has executed and delivered that certain Amended and Restated Pledge and Security Agreement dated November 2, 2016 made by the Pledgor to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the *"Security Agreement"*).

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

Grant of Security. The Pledgor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Pledgor's right, title and interest in and to the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the *"Trademarks"*), (the *"Collateral"*):

Purpose. This Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of a security interest herein with the United States Trademark Office.

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

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and
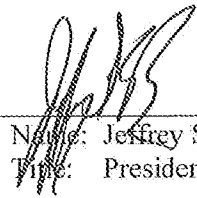
confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York.

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

NISCO HOLDING COMPANY

By _____
Name: Jeffrey S. Edwards
Title: President

<u>Schedule A</u>

Trademark owned by NISCO Holding Company:

Title	App. No./Reg. No.
NISCO	2945670