

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM407002

<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>
Star Cases, LLC		11/28/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC		
<b>Street Address:</b>	225 W. WASHINGTON STREET		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0775618	ZERO-TRAK	
<b>Registration Number:</b>	1032120	ZERO CENTURION	
<b>Registration Number:</b>	1977670	ZEROLLER	
<b>Registration Number:</b>	1184578	ZERO HALLIBURTON	
<b>Registration Number:</b>	1923655	Z2	
<b>Registration Number:</b>	3042452		
<b>Registration Number:</b>	0924665	ZERO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128721002		
<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>	212-872-7441		
<b>Email:</b>	cjoyce@akingump.com, kkoehler@akingump.com		
<b>Correspondent Name:</b>	Clare M. Joyce		
<b>Address Line 1:</b>	One Bryant Park		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Kwan Koehler		
<b>SIGNATURE:</b>	/Kwan Koehler/		
<b>DATE SIGNED:</b>	11/30/2016		

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**Total Attachments: 4**

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, STAR CASES, LLC, a Delaware limited liability company (the "Grantor"), holds all right, title and interest in, to and under, the Trademarks listed on the attached Schedule A, which Trademarks are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, the Grantor has entered into that certain Pledge and Security Agreement, dated November 28, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cortland Capital Market Services LLC, as the Agent for the other Secured Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the "Grantee").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used in this Grant of a Security Interest – Trademarks (this "Grant") have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under any Trademarks and Licenses thereof (excluding any Intent-to-Use Trademark Application, until such time as a statement of use has been filed in connection therewith), together with, among other things, the goodwill of the business symbolized by or connected with the use of such Trademarks and Licenses thereof, the applications therefor and registrations thereof, and all proceeds thereof and revenue therefrom, including, without limitation, any and all causes of action which may exist by reason of infringement or other violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

SECTION 3. Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. Applicable Law. THIS GRANT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 5. Counterparts. This Grant may be executed originally or by facsimile or other means of electronic transmission (i.e. "pdf") and 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 but one and the same instrument.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

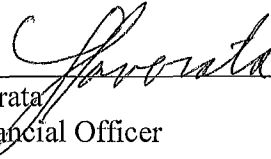
STAR CASES, LLC, as Grantor

By: CE Star Holdings, LLC, its Managing Member

By: \_\_\_\_\_

Name: Lou Lavorata

Title: Chief Financial Officer

A handwritten signature in cursive script, appearing to read "Lavorata", written over a horizontal line.


SCHEDULE A

to

GRANT OF A SECURITY INTEREST -- TRADEMARKS

TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

**Trademarks**

<b><u>Company</u></b>	<b><u>Country</u></b>	<b><u>Trademark</u></b>	<b><u>Application/ Registration No.</u></b>	<b><u>(Filing)/ Registration Date</u></b>
Star Cases, LLC	U.S.	ZERO-TRAK	775,618	8/25/1964
Star Cases, LLC	U.S.	ZERO CENTURION	1,032,120	2/3/1976
Star Cases, LLC	U.S.	ZEROLLER	1,977,670	6/4/1996
Star Cases, LLC	U.S.	ZERO HALLIBURTON	1,184,578	1/51/1982
Star Cases, LLC	U.S.	Z2	1,923,655	10/31/1995
Star Cases, LLC	U.S.		3,042,452	1/10/2006
Star Cases, LLC	U.S.	ZERO	924,665	11/30/1971