

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408347

| | | | |
|-----------------------------------|-------------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PARAGON FILMS, INC. | | 12/09/2016 | Corporation: OKLAHOMA |
| RECEIVING PARTY DATA | | | |
| Name: | ANTARES CAPITAL LP, AS AGENT | | |
| Street Address: | 500 WEST MONROE STREET | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 35 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4614558 | CREATE. CONNECT. INSPIRE. | |
| Registration Number: | 4388240 | PARAGONU | |
| Registration Number: | 4388241 | U | |
| Registration Number: | 4388239 | PARAGON FILMS FOR CHRIST CHARITABLE TRUS | |
| Registration Number: | 4391531 | | |
| Registration Number: | 4475855 | NEXUS MACHINE FILM | |
| Registration Number: | 4463700 | COLD FORCE MACHINE FILM | |
| Registration Number: | 4475853 | FORCE V MACHINE FILM | |
| Registration Number: | 4475854 | GLOBAL FORCE MACHINE FILM | |
| Registration Number: | 4475856 | SPARTAN HANDFILM | |
| Registration Number: | 4475858 | TORQUE MACHINE FILM | |
| Registration Number: | 4467385 | TORQUE HANDFILM | |
| Registration Number: | 4463701 | ULTIMATE FORCE MACHINE FILM | |
| Registration Number: | 4231033 | M80 | |
| Registration Number: | 4110259 | SPARTAN HIGH PERFORMANCE SOURCE REDUCTIO | |
| Registration Number: | 4067125 | TORQUE | |
| Registration Number: | 3975560 | COLD FORCE | |
| Registration Number: | 3945654 | COLD FORCE | |
| Registration Number: | 4400416 | NEXUS | |

CH \$890.00 4614558

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------|
| Registration Number: | 4032201 | M80 |
| Registration Number: | 3715045 | POWER FORCE |
| Registration Number: | 3714960 | GLOBAL FORCE |
| Registration Number: | 3714916 | FORCE V |
| Registration Number: | 3718149 | TORQUE |
| Registration Number: | 3714913 | FORCE FILMS |
| Registration Number: | 3624147 | SPARTAN |
| Registration Number: | 3062712 | ULTIMATE FORCE |
| Registration Number: | 2567767 | EDGE STRETCH FILM |
| Registration Number: | 2742225 | EDGE STRETCH FILM |
| Registration Number: | 2660963 | GLOBAL WRAP |
| Registration Number: | 1598570 | PARAGON |
| Registration Number: | 1598571 | FORCE |
| Registration Number: | 1609053 | |
| Serial Number: | 87177914 | PURE LAYER |
| Serial Number: | 86902329 | NEXUS FORCE |

CORRESPONDENCE DATA

Fax Number:

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: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-00295

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 12/09/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2016, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 9, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

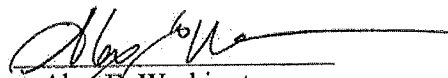
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

PARAGON FILMS, INC., a Oklahoma corporation, as Grantor

By: 
Name: Alex E. Washington
Title: Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 

Name: Daniel J. Landis
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|---|-----------------|------------------|------------------|-------------------|
| PURE LAYER | 87177914 | 9/21/16 | N/A | N/A |
| NEXUS FORCE | 86902329 | 2/9/16 | N/A | N/A |
| CREATE. CONNECT. INSPIRE. | 85886285 | 3/26/13 | 4614558 | 9/30/14 |
| PARAGONU | 85880901 | 3/20/13 | 4388240 | 8/20/13 |
| U | 85880918 | 3/20/13 | 4388241 | 8/20/13 |
| PARAGON FILMS FOR CHRIST CHARITABLE TRUST | 85880354 | 3/19/13 | 4388239 | 8/20/13 |
| <i>Design Only</i> | 85816987 | 1/7/13 | 4391531 | 8/27/13 |
| NEXUS MACHINE FILM | 85721085 | 9/5/12 | 4475855 | 1/28/14 |
| COLD FORCE MACHINE FILM | 85721011 | 9/5/12 | 4463700 | 1/7/14 |
| FORCE V MACHINE FILM | 85721044 | 9/5/12 | 4475853 | 1/28/14 |
| GLOBAL FORCE MACHINE FILM | 85721060 | 9/5/12 | 4475854 | 1/28/14 |
| SPARTAN HANDFILM | 85721122 | 9/5/12 | 4475856 | 1/28/14 |
| TORQUE MACHINE FILM | 85721152 | 9/5/12 | 4475858 | 1/28/14 |
| TORQUE HANDFILM | 85721188 | 9/5/12 | 4467385 | 1/14/14 |
| ULTIMATE FORCE MACHINE FILM | 85721217 | 9/5/12 | 4463701 | 1/7/14 |
| M80 | 85383108 | 7/28/11 | 4231033 | 10/23/12 |

| Mark | Application No. | Application Date | Registration No. | Registration Date |
|---|-----------------|------------------|------------------|-------------------|
| SPARTAN HIGH PERFORMANCE SOURCE REDUCTION | 85311071 | 5/3/11 | 4110259 | 3/6/12 |
| TORQUE | 85311176 | 5/3/11 | 4067125 | 12/6/11 |
| COLD FORCE | 77964108 | 3/20/10 | 3975560 | 6/7/11 |
| COLD FORCE | 77917078 | 1/21/10 | 3945654 | 4/12/11 |
| NEXUS | 77907576 | 1/8/10 | 4400416 | 9/10/13 |
| M80 | 77892437 | 12/14/09 | 4032201 | 9/27/11 |
| POWER FORCE | 77725745 | 4/30/09 | 3715045 | 11/24/09 |
| GLOBAL FORCE | 77724838 | 4/29/09 | 3714960 | 11/24/09 |
| FORCE V | 77724278 | 4/28/09 | 3714916 | 11/24/09 |
| TORQUE | 77724226 | 4/28/09 | 3718149 | 12/1/09 |
| FORCE FILMS | 77724255 | 4/28/09 | 3714913 | 11/24/09 |
| SPARTAN | 77398666 | 2/15/08 | 3624147 | 5/19/09 |
| ULTIMATE FORCE | 78500072 | 10/14/04 | 3062712 | 2/28/06 |
| EDGE STRETCH FILM | 75537053 | 8/17/98 | 2567767 | 5/7/02 |
| EDGE STRETCH FILM | 75537272 | 8/17/98 | 2742225 | 7/29/03 |
| GLOBAL WRAP | 74590718 | 10/26/94 | 2660963 | 12/17/02 |
| PARAGON | 73833468 | 10/23/89 | 1598570 | 5/29/90 |
| FORCE | 73833469 | 10/23/89 | 1598571 | 5/29/90 |
| <i>Design Only</i> | 73833275 | 10/23/89 | 1609053 | 8/7/90 |