

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408664

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	6		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PSG INNOVATION INC.		12/07/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	9938982 CANADA INC.		
<b>Street Address:</b>	161 Bay Street		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2S1		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87117681	NEUROSHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	kepark@paulweiss.com, aspoto@paulweiss.com		
<b>Correspondent Name:</b>	Kevin E. Park		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	19777-026		
<b>NAME OF SUBMITTER:</b>	Kevin Park		
<b>SIGNATURE:</b>	/Kevin Park/		
<b>DATE SIGNED:</b>	12/13/2016		
<b>Total Attachments: 5</b>			
source=Biscuit - TL IP Security Notices - PSG Innovation, Inc. Trademark Filing#page1.tif			
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CH \$40.00 87117681



NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PSG INNOVATION INC., a Delaware corporation (the “Grantor”), with principal offices at Domain Drive, Exeter, New Hampshire 03833, hereby pledges, assigns, mortgages, charges and grants to 9938982 CANADA INC., as Collateral Agent, with principal offices at 161 Bay Street, Toronto, Ontario, M5J 2S1, (the “Grantee”), for the benefit of the Secured Parties (as such term is defined in the Credit Agreement referred to below), as and by way of a fixed and specific mortgage and charge, and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under: (a) all trademarks, service marks, certification marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith in any jurisdiction throughout the world, including registrations and registration applications in the United States Patent and Trademark Office, as set forth in Schedule A hereto, (b) all extensions or renewals of any of the foregoing, (c) goodwill associated therewith or symbolized thereby, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, and (e) all Proceeds (as such term is defined in the Credit Agreement referred to below) and products of any and all of the foregoing, including property in any form derived directly or indirectly from any dealing with such property (collectively, the “Trademark Collateral”); provided that the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable United States federal law.

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Superpriority Debtor-In-

Possession Term Loan Credit Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of October 31, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Credit Agreement"). Upon the termination of the Credit Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Grant.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Credit Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

\* \* \* \* \*

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7<sup>th</sup> day  
of December, 2016.

PSG INNOVATION INC., Grantor

By:   
Name: Michael J. Wall  
Title: Executive Vice President, General Counsel  
& Corporate Secretary

9938982 CANADA INC.,  
as Collateral Agent and Grantee

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to the Notice of Grant of Security Interest in Trademarks]*

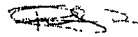
**TRADEMARK**  
**REEL: 005947 FRAME: 0145**

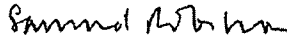
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7<sup>th</sup> day  
of December, 2016.

PSG INNOVATION INC., Grantor

By: \_\_\_\_\_  
Name:  
Title:

9938982 CANADA INC.,  
as Collateral Agent and Grantee

By:   
Name: Paul Desmarais III  
Title: Executive Chairman

By:   
Name: Samuel Robinson  
Title: President

*[Signature Page to the Notice of Grant of Security Interest in Trademarks]*

SCHEDULE A  
to  
GRANT

**1. Trademarks Application:**

MARK	APPLICATION DATE	SERIAL NO.	APPLICANT
NEUROSHIELD	07/27/2016	87117681	PSG INNOVATION INC.
NEUROSHIELD			