

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414383

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NIACET CORPORATION | | 02/01/2017 | Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | KEYBANK NATIONAL ASSOCIATION | | |
| Street Address: | 127 Public Square | | |
| City: | CLEVELAND | | |
| State/Country: | OHIO | | |
| Postal Code: | 44114 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4132246 | BAKER FRIENDLY | |
| Registration Number: | 3945023 | IT'S BAKER FRIENDLY! | |
| Registration Number: | 3597798 | NIACET | |
| Registration Number: | 3057707 | NIAPROOF | |
| Registration Number: | 4222950 | NIAPROOF | |
| Registration Number: | 3938472 | WE'RE BAKER FRIENDLY! | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165790212 | | |
| <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> | | | |
| Phone: | 216-586-3939 | | |
| Email: | pcyngier@jonesday.com | | |
| Correspondent Name: | Aanand A Mehta | | |
| Address Line 1: | 901 Lakeside Avenue | | |
| Address Line 2: | JONES DAY | | |
| Address Line 4: | CLEVELAND, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | 601755-185089 | | |
| NAME OF SUBMITTER: | Aanand A. Mehta | | |
| SIGNATURE: | /Aanand A. Mehta/ | | |

CH \$165.00 4132246

| | |
|---------------------|------------|
| DATE SIGNED: | 02/01/2017 |
|---------------------|------------|

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks)

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2017, between NIACET CORPORATION, a New York corporation (the “Grantor”), and KEYBANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, the Grantor owns the Trademark Collateral (as defined below);

WHEREAS, (i) prior to the Merger, HARE BIDCO, INC., a New York corporation (“Bidco”), and after the consummation of the Merger, the Grantor (together with Bidco, the “U.S. Borrower” or the “Borrower Representative”), (ii) NIACET B.V., a Dutch private limited liability company (besloten vennootschap met beperkte aansprakelijkheid), having its official seat (statutaire zetel) in Amsterdam, the Netherlands, and registered with the Dutch trade register under number 11044303 (“Dutch BV”), (iii) NIACET COÖPERATIEF U.A., a Dutch cooperative with excluded liability (Coöperatie met uitgesloten aansprakelijkheid), having its official seat (statutaire zetel) in Amsterdam, the Netherlands, and registered with the Dutch trade register under number 56468083 (“Dutch Coop” together with Dutch BV and the U.S. Borrower, the “Borrowers”), (iv) HARE TOPCO, INC., a Delaware corporation, (v) certain Subsidiaries party thereto from time to time, (vi) the Lenders party thereto and (vii) KeyBank National Association, as Collateral Agent and Administrative Agent, are parties to that certain First Lien Credit Agreement, dated as of February 1, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain First Lien Security Agreement, dated as of February 1, 2017 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “First Lien Security Agreement”), among the U.S. Borrower, U.S. Holdings, the other Grantors party thereto and KeyBank National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this First Lien Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the First Lien Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the First Lien Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this First Lien Trademark Security Agreement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]

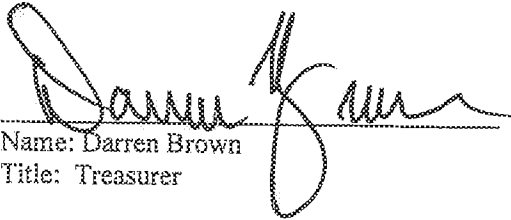
IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

NIACET CORPORATION

By: _____

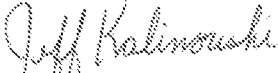
Name: Darren Brown

Title: Treasurer

A handwritten signature in black ink, appearing to read "Darren Brown", is written over a horizontal line. The signature is cursive and somewhat stylized.

Acknowledged:

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jeff Kalinowski
Title: Senior Vice President

**Schedule 1
to First Lien Trademark Security Agreement**

NIACET CORPORATION

TRADEMARKS

| <u>Trademark</u> | <u>Application No. and/or Registration No. (as applicable)</u> | <u>Application Filing Date and/or Registration <u>Date</u> (as applicable)</u> |
|-----------------------------|--|--|
| BAKER FRIENDLY | 4,132,246 | 4/24/2012 |
| IT'S BAKER FRIENDLY! | 3,945,023 | 4/12/2011 |
| NIACET | 3,597,798 | 3/31/2009 |
| NIAPROOF | 3,057,707 | 2/7/2006 |
| NIAPROOF | 4,222,950 | 10/9/2012 |
| WE'RE BAKER FRIENDLY! | 3,938,472 | 3/29/2011 |