

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414269

<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>
BAKER BROTHERS ROTOVISION, INC.		01/31/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87190037	BAKER BROTHERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	2129693000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Trevor M. Dodge		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	11668-198		
<b>NAME OF SUBMITTER:</b>	Trevor M. Dodge		
<b>SIGNATURE:</b>	/Trevor M. Dodge/		
<b>DATE SIGNED:</b>	01/31/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2017 (this "**Trademark Security Agreement**"), is made by Baker Brothers Rotovision, Inc., a Texas corporation (the "**Grantor**"), in favor of Ares Capital Corporation, as administrative agent and collateral agent (in such respective capacities, together with its successors and permitted assigns, the "**Administrative Agent**") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, Wrench Group LLC, a Delaware limited liability company (the "**Borrower**"), Wrench Group Holdings LLC, a Delaware limited liability company, the other Loan Parties from time to time party thereto, the financial institutions from time to time parties thereto as lenders (the "**Lenders**") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of March 2, 2016 (as amended, restated, amended and restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**");

**WHEREAS**, in connection with the Credit Agreement, the Borrower and certain other Persons, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of March 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Guaranty and Security Agreement**"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1 Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2 Grant of Security Interest in Trademark Collateral**. The 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 the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "**Trademark Collateral**"):

- (i) all of its Trademarks referred to on Schedule I hereto.

**Section 3 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 Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event of

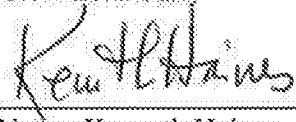
any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **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.

**Section 5**     **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.]*

**BAKER BROTHERS ROTOVISION, INC.,**  
as a New Loan Party


By:   
Name: Kenneth Haines  
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005977 FRAME: 0547**

Acknowledged and Agreed to as of the date hereof:

**ARES CAPITAL CORPORATION**, as Administrative Agent

By: 

Name:

Title:

Joshua M. Bloomstein  
Authorized Signatory

**SCHEDULE I****TRADEMARKS**

<b>Trademark</b>	<b>Registration / Application No.</b>	<b>Registration / Application Date</b>	<b>Owner</b>	<b>Status / Next Deadline</b>
BAKER BROTHERS	87190037	September 30, 2016	Baker Brothers Rotovision, Inc.	Pending – Publication Review Complete February 28, 2017