

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM414926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUTHWAITE, INC.		01/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1671090	DECISION IMPLEMENTATION CHANGES OVER TIM	
Registration Number:	2916310	DECISION IMPLEMENTATION CHANGES OVER TIM	
Registration Number:	1482299	HUTHWAITE	
Registration Number:	2823458	HUTHWAITE	
Registration Number:	3370713	HUTHWAITE	
Registration Number:	1629661	MAKING MAJOR SALES	
Registration Number:	2893557		
Registration Number:	2903416		
Registration Number:	1653027	SPA	
Registration Number:	1481558	SPIN	
Registration Number:	2413866	SPIN SELLING	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		

TRADEMARK

Address Line 4: Costa Mesa, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:	057354-0005
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	02/03/2017
Total Attachments: 6 source=Trademark Security Agreement (Huthwaite Inc.)#page1.tif source=Trademark Security Agreement (Huthwaite Inc.)#page2.tif source=Trademark Security Agreement (Huthwaite Inc.)#page3.tif source=Trademark Security Agreement (Huthwaite Inc.)#page4.tif source=Trademark Security Agreement (Huthwaite Inc.)#page5.tif source=Trademark Security Agreement (Huthwaite Inc.)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by HUTHWAITE, INC., a Delaware corporation (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative 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 January 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 Administrative 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 Borrower thereunder, each Grantor hereby agrees with the Administrative Agent 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. 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 mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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.

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 each 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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 6. 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, the 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.

HUTHWAITE, INC., as Grantor

By: 

Name: Carl Long

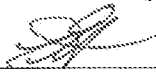
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005981 FRAME: 0890

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Administrative Agent

By: 
Name: Ellen D. Weaver
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

See attached.

No.	Owner Name	Country	Mark	File Date	Registration #	Application #
1.	Huthwaite Inc.	UNITED STATES	DECISION - IMPLEMENTATION - CHANGES OVER TIME (Stylized & Design)	2/5/1990	1,671,090	74/025,556
2.	Huthwaite Inc.	UNITED STATES	DECISION IMPLEMENTATION CHANGES OVER TIME RECOGNITION OF NEEDS EVALUATION OF OPTIONS RESOLUTION OF CONCERNS	10/29/2003	2,916,310	78/320,001
3.	Huthwaite Inc.	UNITED STATES	HUTHWAITE	1/27/1987	1,482,299	73/641,379
4.	Huthwaite Inc.	UNITED STATES	HUTHWAITE & Design	4/18/2003	2,823,458	78/239,392
5.	Huthwaite Inc.	UNITED STATES	HUTHWAITE & Design	5/30/2006	3,370,713	78/896,298
6.	Huthwaite Inc.	UNITED STATES	MAKING MAJOR SALES	9/14/1989	1,629,661	73/825,194
7.	Huthwaite Inc.	UNITED STATES	Miscellaneous Design	10/22/2003	2,893,557	78/316,857
8.	Huthwaite Inc.	UNITED STATES	Miscellaneous Design	10/22/2003	2,903,416	78/316,847
9.	Huthwaite Inc.	UNITED STATES	SPA	9/14/1989	1,653,027 Cancelled	73/825,241
10.	Huthwaite Inc.	UNITED STATES	SPIN	1/27/1987	1,481,558	73/641,371
11.	Huthwaite Inc.	UNITED STATES	SPIN SELLING	9/21/1999	2,413,866	75/804,310