

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bauer Innovations US, LLC		02/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	225 Franklin St.		
Internal Address:	MA1-225-02-05		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87117681	NEUROSHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Owen S. Zingraff		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-1078		
ATTORNEY DOCKET NUMBER:	1740.306		
NAME OF SUBMITTER:	Owen S. Zingraff		
SIGNATURE:	/Owen S. Zingraff by trademarkny/		
DATE SIGNED:	02/28/2017		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS

February 27, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Bauer Innovations US, LLC, a Delaware limited liability company (the “Grantor”) with principal offices at 280 Park Avenue, 3rd Floor West, New York, NY 10017, hereby pledges and grants to Bank of America, N.A., as Collateral Agent, with principal offices at 225 Franklin St. MA1-225-02-05, Boston, MA 02110, (the “Grantee”), for the benefit of the Secured Creditors (as such term is defined in the Security Agreement referred to below), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) (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, designs and general intangibles of like nature, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, and all extensions or renewals thereof, including without limitation any of the foregoing set forth in Schedule A hereto, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (e) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, and all other Proceeds (as such term is defined in the Security Agreement referred to below), (f) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (g) rights corresponding thereto throughout the world, (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 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 ABL U.S. Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of February 27, 2017 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security 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 Security 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 Security 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 Security Agreement, the provisions of the Security Agreement shall govern.

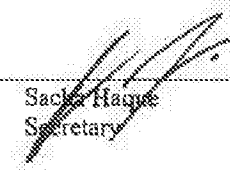
This Grant is subject to the terms and conditions set forth in the ABL/Term Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the ABL/Term Intercreditor Agreement and this Grant, the terms of ABL/Term Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date hereof.

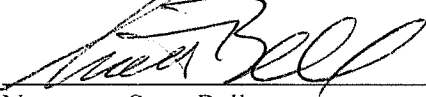
BAUER INNOVATIONS US, LLC, Grantor

By: Samuel Robinson
Name: Samuel Robinson
Title: President

By: 
Name: Sacha Hage
Title: Secretary

[NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

Bank of America, N.A.,
as Collateral Agent and Grantee

By: 
Name: Scott Bell
Title: Senior Vice President

[NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005998 FRAME: 0603

SCHEDULE A
Registered Trademarks and Applications for Trademarks:

Country	Trademark	File Date	App. No.	Reg. Date	Reg. No.
USA	NEUROSHIELD	27-Jul-2016	87-117681 (ITU)		