

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BBB Industries, LLC		02/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nomura Corporate Funding Americas, LLC, as Administrative Agent		
<b>Street Address:</b>	309 West 49th St.		
<b>Internal Address:</b>	Worldwide Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87101619	PROTECH CERTIFIED	
<b>Serial Number:</b>	87101618	PROTECH CERTIFIED	
<b>Serial Number:</b>	87101616	PROTECH CERTIFIED	
<b>Serial Number:</b>	87101615	PROTECH CERTIFIED	
<b>Serial Number:</b>	86214108	BBB SPEED	
<b>Serial Number:</b>	86214098	WILSON SPEED	
<b>Serial Number:</b>	85047508	VISION-OE	
<b>Serial Number:</b>	78583724	ATSCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>Correspondent Name:</b>	Michael Violet		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$215.00 87101619

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	03/01/2017
<b>Total Attachments: 7</b> source=BBB - Supplemental Trademark Security Agreement [Executed]__#page1.tif source=BBB - Supplemental Trademark Security Agreement [Executed]__#page2.tif source=BBB - Supplemental Trademark Security Agreement [Executed]__#page3.tif source=BBB - Supplemental Trademark Security Agreement [Executed]__#page4.tif source=BBB - Supplemental Trademark Security Agreement [Executed]__#page5.tif source=BBB - Supplemental Trademark Security Agreement [Executed]__#page6.tif source=BBB - Supplemental Trademark Security Agreement [Executed]__#page7.tif	

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “First Lien Trademark Security Agreement”) dated February 28, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of NOMURA CORPORATE FUNDING AMERICAS, LLC, as administrative agent (the “First Lien Administrative Agent”) for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of November 3, 2014, (as amended, restated, amended and restated, supplemented and/or otherwise modified, from time to time, including as amended by that certain Amendment No. 3 to the First Lien Credit Agreement, dated February 17, 2017, the “First Lien Credit Agreement”), by and among BBB Industries US Holdings, Inc., a Delaware corporation (the “Borrower”), BBB Industries Lux Holdings, S.à r.l., a private limited liability company incorporated under the laws of the Grand Duchy of Luxembourg (“Holdings”), the Lenders and Issuers party thereto from time to time and Nomura Corporate Funding Americas, LLC, as First Lien Administrative Agent, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, the L/C Issuers have agreed to issue letters of credit subject to the terms and conditions set forth in the First Lien Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the First Lien Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the L/C Issuers to issue letters of credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain First Lien Security Agreement dated as of November 3, 2014, made by the Grantors to the First Lien Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this First Lien Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the First Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the First Lien Administrative Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of

the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein); and provided, that the Trademark Collateral shall not include any Excluded Assets:

(i) all trademarks, service marks, trade names, corporate names, domain names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registration and applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”), including the U.S. federal registrations and registrations applications listed in Schedule A hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor and (b) all goodwill connected with the use thereof and symbolized thereby; provided, that the Trademark Collateral shall not include any Excluded Assets,

(ii) general intangibles of a like nature,

(iii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

(iv) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this First Lien Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this First Lien Trademark Security Agreement.

SECTION 5. Release of Security The First Lien Administrative Agent shall, promptly upon the reasonable request of the Grantors upon termination of the Security Agreement in accordance with Section 6.11 thereof, deliver to the Grantors (at such Grantors’ sole cost and expense) a fully executed and recordable release of the security interest granted herein.

SECTION 6. Execution in Counterparts. This First Lien Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this First Lien Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this First Lien Trademark Security Agreement.

SECTION 7. Security Agreement. This First Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set

forth herein. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 8. Governing Law. THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this First Lien Trademark Security Agreement as of the date first above written.

BBB INDUSTRIES, LLC, Grantor

By:                     *Ross B Bratlee*                      
Name: Ross Bratlee  
Title: Chief Financial Officer

NOMURA CORPORATE FUNDING AMERICAS,  
LLC, as First Lien Administrative Agent and Grantee

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

NOMURA CORPORATE FUNDING AMERICAS,  
LLC, as First Lien Administrative Agent and Grantee

By:  \_\_\_\_\_

Name: Lee Olive  
Title: Managing Director

## SCHEDULE A

	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
1.	BBB Industries, LLC	PROTECH CERTIFIED	87101619 07/12/2016	Pending ITU
2.	BBB Industries, LLC	PROTECH CERTIFIED	87101618 07/12/2016	Pending ITU
3.	BBB Industries, LLC	PROTECH CERTIFIED	87101616 07/12/2016	Pending ITU
4.	BBB Industries, LLC	PROTECH CERTIFIED	87101615 07/12/2016	Pending ITU
5.	BBB Industries, LLC	BBB SPEED	86214108 03/07/2014	4749153 06/02/2015
6.	BBB Industries, LLC	WILSON SPEED	86214098 03/07/2014	4749152 06/02/2015
7.	BBB Industries, LLC	VISION-OE	85047508 05/25/2010	4913885 03/08/2016
8.	BBB Industries, LLC	ATSCO	78583724 03/09/2005	3144495 09/19/2006



### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

BBB Industries, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 28, 2017

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Nomura Corporate Funding Americas, LLC, as Administrative Agent

Street Address: 309 West 49th St., Worldwide Plaza

City: New York

State: NY

Country: USA Zip: 10019

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank \_\_\_\_\_ Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

March 1, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450