

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		03/03/2017	Banking Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	129 rue Saint-Jacques		
<b>City:</b>	Montréal, Québec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2Y 1L6		
<b>Entity Type:</b>	Banking Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1919231		
<b>Registration Number:</b>	4000776	EXAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127158000		
<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>	(212) 715-7670		
<b>Email:</b>	KLTrademark@kramerlevin.com		
<b>Correspondent Name:</b>	Kramer Levin Naftalis & Frankel LLP		
<b>Address Line 1:</b>	1177 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>NAME OF SUBMITTER:</b>	Tania C. Ramos		
<b>SIGNATURE:</b>	/Tania C. Ramos/		
<b>DATE SIGNED:</b>	03/03/2017		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF TRADEMARK SECURITY ASSIGNMENT**

This Assignment of Trademark Security Assignment (the "Assignment"), dated as of March 3, 2017 (the "Effective Date"), is by and between Fifth Third Bank, an Ohio banking corporation ("Assignor") and Bank of Montreal, a corporation registered in Ontario under number ON-1222776 ("Assignee").

WHEREAS, Assignor, as U.S. Collateral Agent, Element Holdings II L.P., Element U.S. Holding Company and Exal Corporation ("Grantor"), are parties to that certain Guarantee and Collateral Agreement dated as of March 31, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement") Capitalized terms used in this Assignment and not otherwise defined herein have the meanings specified in the Security Agreement;

WHEREAS, pursuant to and in accordance with the Security Agreement, Grantor granted to Assignor, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in and to all Trademarks then owned or thereafter acquired by Grantor;

WHEREAS, a Notice of Trademark Security Assignment (the "Notice") was recorded with the United States Patent and Trademark Office at Reel/Frame 4178/0413 to record the security interest granted pursuant to the Security Agreement against U.S. Trademark Registration No. 1,919,231 for the mark *E Wave Design* owned by Grantor (the "Then-Existing Trademark Registration");

WHEREAS, U.S. Trademark Registration No. 4,000,776 for the mark EXAL (the "After-Acquired Trademark Registration") is an after acquired Trademark owned by Grantor that is subject to the Security Agreement, though for which the security interest granted pursuant to the Security Agreement had not been recorded with the United States Patent and Trademark Office as of the date of this Assignment (the Then-Existing Trademark Registration and the After-Acquired Trademark Registration, collectively, the "Trademark Collateral");

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement, dated as of the Effective Date, by and among Assignor, Assignee, Element Holdings II L.P., the foreign collateral agents named therein, the lenders named therein, and certain affiliates of the Grantor (the "Omnibus Agreement"), Assignor assigned its administrative agent and collateral agent roles under the Security Agreement to Assignee, and Assignee assumed such roles; and

WHEREAS, Assignor wishes to assign, transfer, convey and deliver to Assignee, and Assignee wishes to accept, all of Assignor's right, title and interest in and to the Security Agreement and the Notice (collectively, the "Trademark Agreements").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Trademark Agreements, and delegates all duties and obligations of Assignor under the

Trademark Agreements, to Assignee. Assignee hereby accepts such assignment, transfer, conveyance, and delivery, and agrees to perform all such duties and obligations.

2. Recordation. This Assignment has been executed and delivered by Assignor for the purpose of recording the assignment of Assignor's right, title and interest in and to the Trademark Agreements with the United States Patent and Trademark Office.

3. Counterparts. This Assignment may be executed in counterparts and delivered by facsimile or otherwise electronically, each of which will be deemed an original, but all of which together constitute one and the same original.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.


ASSIGNOR:

FIFTH THIRD BANK

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

ASSIGNEE:

BANK OF MONTREAL

By:   
Name: THOMAS Z MIENOWSKI  
Title: VICE PRESIDENT

[Signature Page to Assignment of Trademark Security Agreement]

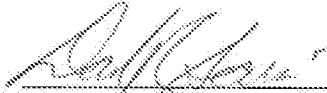
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

ASSIGNEE:

**FIFTH THIRD BANK**

**BANK OF MONTREAL**

By: 

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

Name: David R. Garcia

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

[Assignment of Trademark Security Agreement]