

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419600

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Binswanger Enterprises, LLC		03/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital Southwest Corporation		
Street Address:	5400 LBJ Freeway, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4648484	BINSWANGER GLASS	
CORRESPONDENCE DATA			
Fax Number:	8323978298		
<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:	713-653-8898		
Email:	parker.pritchett@tklaw.com		
Correspondent Name:	V. Parker Pritchett		
Address Line 1:	333 Clay Street, Suite 3300		
Address Line 4:	Houston, TEXAS 77002		
NAME OF SUBMITTER:	Parker Pritchett		
SIGNATURE:	/Parker Pritchett/		
DATE SIGNED:	03/14/2017		
Total Attachments: 5			
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OP \$40.00 4648484

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of March 10, 2017 (“Agreement”), between BINSWANGER ENTERPRISES, LLC, a Delaware limited liability company (together with its successors and assigns, the “Assignor”), and CAPITAL SOUTHWEST CORPORATION, as the collateral agent and the administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Term Loan Agreement, dated as of March 10, 2017 (as amended, restated or otherwise modified from time to time, the “Term Loan Agreement”), among: (a) Binswanger Holdings LLC, a Delaware limited liability company (the “Parent”), as a Credit Party; (b) Aviator Acquisition Sub LLC, a Delaware limited liability company (the “Acquisition Company”), as a Borrower, which on the date hereof will merge into Binswanger GMP (as hereinafter defined) pursuant to the Merger (as defined in the Term Loan Agreement); (c) contemporaneously with the consummation of the Closing Date Acquisition (as defined in the Term Loan Agreement), (i) Binswanger GMP Corp., a Delaware corporation (“Binswanger GMP”), as a Borrower, which on the date hereof will change its name to Binswanger 1872 Corp. after the Merger, (ii) Binswanger Acquisition, Inc., a Delaware corporation (“Binswanger Acquisition”), as a Borrower, (iii) Binswanger Holding Corp., a Delaware corporation (“Binswanger Holding”), as a Borrower, (iv) Assignor, as a Borrower, (v) Illinois Glassworks, LLC, an Illinois limited liability company (“Illinois Glassworks”), as a Borrower, and (vi) Signature Glass Holdings, LLC, a Delaware limited liability company (“Signature Glass”), as a Borrower, (d) the lenders party thereto (the “Lenders”), and (e) the Administrative Agent.

(2) In connection with the Term Loan Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of March 10, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Term Loan Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;


(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

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BINSWANGER ENTERPRISES, LLC, as Assignor

By: 
Name: Timothy Curran
Title: Chief Executive Officer and President

Accepted and acknowledged by:

**CAPITAL SOUTHWEST
CORPORATION, as Administrative Agent**

By: _____
Name: Douglas Kelley
Title: Managing Director

**BINSWANGER ENTERPRISES, LLC, as a
Borrower**

By: _____
Name: Timothy Curran
Title: Chief Executive Officer and President

Accepted and acknowledged by:

**CAPITAL SOUTHWEST
CORPORATION, as Administrative Agent**

By: 
Name: Douglas Kelley
Title: Managing Director

Schedule A
to Collateral Assignment of
Trademarks

Trademarks

Registration No.

BINSWANGER GLASS (and Design)

4,648,484