

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM423793

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Iracore International Holdings, Inc.		04/12/2017	Corporation: DELAWARE
Iracore International, LLC		04/12/2017	Limited Liability Company: MINNESOTA
Irathane Systems, Inc.		04/12/2017	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	1100 North Market Street		
<b>Internal Address:</b>	Corporate Capital Markets		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3108794	IRACORE	
<b>Registration Number:</b>	3207886	IRACOUPLING	
<b>Registration Number:</b>	5105368	IRASENSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128066006		
<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>	212-806-5763		
<b>Email:</b>	tm@stroock.com		
<b>Correspondent Name:</b>	Jeffrey M. Mann		
<b>Address Line 1:</b>	180 Maiden Lane, 38th Floor		
<b>Address Line 2:</b>	Stroock & Stroock & Lavan LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10038-4982		
<b>NAME OF SUBMITTER:</b>	Jeffrey M. Mann		
<b>SIGNATURE:</b>	/jeffrey m. mann/		

CH \$90.00 3108794

**DATE SIGNED:**

04/14/2017

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”), dated as of April 12, 2017 by Iracore International Holdings, Inc., a Delaware corporation (the “Company”), and each other Guarantor listed on Schedule 1 hereto (collectively, the “Pledgors”), in favor of Wilmington Trust, National Association, in its capacity as administrative agent and collateral agent pursuant to the Security Agreement (as defined below) (in such capacity, the “Collateral Agent”).

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Term Loan and Security Agreement, dated as of April 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Pledgors are executing and delivering this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the “Trademark Collateral”):

(a) the trademarks of such Pledgor listed on Schedule 2 hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all goodwill associated with such trademarks;

(c) all rights to sue for past, present and future infringement of any of the foregoing; and

(c) all proceeds and products related to any and all of the foregoing.

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the security interests granted to the Collateral Agent pursuant to Section 4.1 of the Security Agreement, upon the written request of the Company,

the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the state of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction, except to the extent that the UCC provides that perfection of the security interest hereunder, or remedies hereunder, in respect of any particular collateral are governed by the laws of a jurisdiction other than the state of New York, in which case the laws of such jurisdiction shall govern with respect to the perfection of the security interest in, or the remedies with respect to, such particular collateral.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**IRACORE INTERNATIONAL, LLC**

By: James A Skalski  
Name: Jim Skalski  
Title: Chief Financial Officer and Treasurer

**IRATHANE SYSTEMS, INC.**

By: James A Skalski  
Name: Jim Skalski  
Title: Chief Financial Officer and Treasurer


**IRACORE INTERNATIONAL HOLDINGS, INC.**

By: James A Skalski  
Name: Jim Skalski  
Title: Chief Financial Officer and Treasurer

Iracore – Trademark Security Agreement

Accepted and Agreed:

**WILMINGTON TRUST, NATIONAL ASSOCIATION**  
as Collateral Agent

By:   
Name: Renee Kuhl  
Title: Vice President

Iracore – Trademark Security Agreement

**TRADEMARK**

**REEL: 006033 FRAME: 0594**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Pledgors**

NAME	ADDRESS
Iracore International, LLC	3516 13 <sup>th</sup> Avenue E Hibbing, Minnesota 55746
Irathane Systems, Inc.	3516 13 <sup>th</sup> Avenue E Hibbing, Minnesota 55746

SCHEDULE 2  
to  
TRADEMARK SECURITY AGREEMENT

**United States Trademark Registrations:**

Owner	Mark	Registration Date	Registration Number
IRATHANE SYSTEMS, INC.	IRACORE	June 27, 2006	3108794
IRATHANE SYSTEMS, INC.	IRACOUPLING	February 13, 2007	3207886
IRACORE INTERNATIONAL, LLC	IRASENSE	December 20, 2016	5105368

**Common Law Trademark:**

IRATHANE –Owner: Iracore International, LLC