

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transmaxx Acquisition, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	2001 Bryan Street, Suite 1000		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4958812	EXXACT MATCH	
Registration Number:	4969407	TRANSMAXX	
Registration Number:	4947053	XX	
Serial Number:	86436660	TRANSEND	
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:	213.683.9258		
Email:	timothy.moon@mto.com		
Correspondent Name:	Timothy Moon		
Address Line 1:	350 S. Grand Avenue, 50th Floor		
Address Line 2:	c/o Munger, Tolles & Olson, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	28671-00002 1st Lien		
NAME OF SUBMITTER:	Timothy Moon		
SIGNATURE:	/Timothy Moon/		
DATE SIGNED:	07/12/2017		
Total Attachments: 7			

OP \$115.00 4958812

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENT NO. 1)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENT NO. 1) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 30, 2017, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of THE BANK OF NEW YORK MELLON, a banking corporation organized and existing under the laws of the State of New York, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SPEEDSTAR HOLDING CORPORATION, a Delaware corporation ("Holdings") and TRANSTAR HOLDING COMPANY, a Delaware corporation (the "Borrower"), the Lenders party thereto and THE BANK OF NEW YORK MELLON, as Administrative Agent and Collateral Agent, have entered into that certain Second Amended and Restated First Lien Credit Agreement dated as of April 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making or continuation of Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Supplement No. 1 to Security Agreement dated as of the date hereof, pursuant to which the Grantor became a grantor under the Security Agreement, dated as of April 11, 2017, among Holdings, the Borrower, and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

WHEREAS, it is understood that the relative rights and priorities of the Secured Parties in respect of the Collateral are governed by that certain Intercreditor Agreement, dated as of April 11, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark 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 applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, any Secured Hedge Agreement or any Cash Management Agreement, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Grantor's Guaranty.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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 counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral 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.

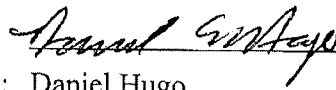
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding any other provision contained herein, this IP Security Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the Senior Exit Security Documents (as such term is defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this IP Security Agreement and the Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, the Senior Exit Secured Parties and the First Lien Secured Parties (as each such term is defined in the Intercreditor Agreement), the provisions of the Intercreditor Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

TRANSMAXX ACQUISITION, LLC

By: 
Name: Daniel Hugo
Title: Authorized Officer

SIGNATURE PAGE

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006103 FRAME: 0540

Schedule A

PATENTS

Patents

None.

Patent Applications

<u>Registered Owner</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
Transmaxx Acquisition, LLC	Parts Recommendation and Procurement System and Method	US14853324	September 14, 2015

Schedule A-1

Schedule B
TRADEMARKS
Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Transmaxx Acquisition, LLC	Exxact Match	4958812	May 17, 2016
Transmaxx Acquisition, LLC	Transmaxx	4969407	May 31, 2016
Transmaxx Acquisition, LLC	XX	4947053	April 26, 2016

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Transmaxx Acquisition, LLC	Transend	86436660	October 28, 2014

Schedule B-1

Schedule C
COPYRIGHTS
Copyrights

None.

Copyright Applications

<u>Registered Owner</u>	<u>Copyright</u>	<u>Application Number</u>	<u>Application Date</u>
Transmaxx Acquisition, LLC	Transend V1.0	1-5158807721	May 17, 2017

Schedule C-1