

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AGP AMERICA S.A.		09/05/2017	Sociedad Anonima: PANAMA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Dr. Roy's Drive		
Internal Address:	CIBC Financial Centre, 5th Floor		
City:	George Town, Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Entity Type:	Corporation: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3990377	AGP VARIO PLUS	
Registration Number:	2377749	AGP	
Serial Number:	86844161	AGP EGLASS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2793		
NAME OF SUBMITTER:	Jenna S. Cantor		
SIGNATURE:	/s Jenna S. Cantor /s		
DATE SIGNED:	09/08/2017		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of September 5, 2017, made by AGP AMERICA S.A. (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent (in such capacity and together with its successors in such capacity, the "Assignee") under the Credit Agreement (as defined below) for the benefit of the Secured Parties (as defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement dated August 28, 2017 (the "Security Agreement") between the Pledgor and AGP PERU S.A.C., in favor of the Assignee pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

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

Section 1.1 Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement. For purposes of this Trademark Security Agreement, the term "Trademarks" shall mean, collectively, (i) all trademarks, trade names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO, any State of the United States or any other country or any political subdivision thereof, or otherwise, all common-law rights related thereto and all goodwill associated therewith, and (ii) the right to obtain all renewals thereof.

Section 2.1 Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment in full of all the Obligations, the Pledgor hereby grants to the Assignee for the ratable benefit of the Secured Parties, a first priority security interest in and continuing lien on all of the Pledgor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively called the "Pledged Trademark Collateral"):

(a) all Trademarks of the Pledgor, including, without limitation, the registered and applied-for Trademarks of the Pledgor listed on Schedule I attached hereto; and

(b) all Proceeds of the foregoing and, to the extent not otherwise included, all tort claims in each case relating to or arising out of the foregoing.

provided, however, that notwithstanding any of the other provisions set forth in this Section 2.1, in no event shall the security interest granted under this Section 2.1 attach to, and "Collateral" shall not include any applications for Trademarks or service marks filed in the USPTO, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, but only if and to the extent that the granting of a security interest in such applications would result in the invalidation of such applications or any registrations resulting from such applications; provided, that to the extent that such applications are excluded from the Collateral, upon the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or "Amendment to

Allege Use,” pursuant to Section 1(c) of the Lanham Act, such application shall automatically be included in the Collateral without further action on the part of any party.

Section 3.1. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Assignee pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the lien and security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Termination. The obligations of the Pledgor pursuant to this Trademark Security Agreement shall remain in full force and effect until the date on which all Obligations shall have been paid and performed in full.

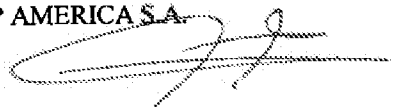
Section 5.1. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 6.1. Counterparts Integration. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopy, facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AGP AMERICA S.A.

By: 
Name: Xavier Vazquez Menica
Title: Director

By: 
Name: Enrique Luit
Title: Director

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Assignee

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

AGP AMERICA S.A.

By: _____
Name:
Title:

Accepted and Agreed:



















CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Assignee









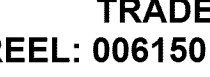
By: _____
Name: Andreas Schenk Caviezel
Title: Managing Director

By: _____
Name: Michael Jakob
Title: Director


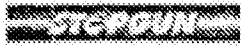



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Owner	File	Name	Logo	Class	Expiration Date
Arab Emirates	AGP AMÉRICA S.A.	114240	AGP VARIO PLUS		12	09/06/2018
Arab Emirates	AGP AMÉRICA S.A.	114241	AGP VARIO PLUS		21	09/06/2018
Arab Emirates	AGP AMÉRICA S.A.	154127	AGP		12	N/D
Arab Emirates	AGP AMÉRICA S.A.	154128	AGP		21	N/D
Arab Emirates	AGP AMÉRICA S.A.	9796269	AGP SOLAR MIRRORS		11	N/D
Arab Emirates	AGP AMÉRICA S.A.	156916	AGP B.33		12	N/D
Arab Emirates	AGP AMÉRICA S.A.	156917	AGP B.33		21	N/D
Saudi Arabia	AGP AMÉRICA S.A.	132104	AGP VARIO PLUS		12	25/02/2018
Saudi Arabia	AGP AMÉRICA S.A.	132105	AGP VARIO PLUS		21	25/02/2018
Saudi Arabia	AGP AMÉRICA S.A.	142906713	AGP VARIO PLUS		21	22/06/2018
European Union	AGP AMÉRICA S.A.	6733281	AGP VARIO PLUS		12, 21	06/03/2018
European Union	AGP AMÉRICA S.A.	8314056	AGP		12, 21	21/05/2019
European Union	AGP AMÉRICA S.A.	9754541	AGP B.33		12, 21	22/02/2021
European Union	AGP AMÉRICA S.A.	9796269	AGP SOLAR MIRRORS		11	09/03/2021
USA	AGP AMÉRICA S.A.	3990377	AGP VARIO PLUS		12 y 21	05/07/2021
USA	AGP AMÉRICA S.A.	2377749	AGP		21	15/08/2020
Venezuela	AGP AMERICA S.A.	2009-12014	IMPENETRA		12	1/08/2026
Venezuela	AGP AMERICA S.A.	2009-12015	IMPENETRA		21	10/11/2026

Venezuela	AGP AMERICA S.A.	2009-012012	STOP GUN		12	1/08/2026
Venezuela	AGP AMERICA S.A.	2009-012013	STOP GUN		21	1/08/2026
Venezuela	AGP AMERICA S.A.	2009-19464	KIT ONE STOP PARTNER BY AGP		12	N/D
Ecuador	AGP AMERICA S.A.	227605	IMPENETRA		12	3/01/2021
Ecuador	AGP AMERICA S.A.	227604	IMPENETRA		21	3/01/2021
Turkey	AGP AMERICA S.A.	2011 28070	AGP		12, 21	06/04/2021
Guatemala	AGP AMERICA S.A.	11-011692	AGP B.33		12	N/D
Guatemala	AGP AMERICA S.A.	11-011691	AGP B.33		21	N/D
Brazil	AGP AMERICA S.A.	830958606	AGP B.33		12	15/07/2024
Brazil	AGP AMERICA S.A.	830958614	AGP B.33		21	N/D
Lebanon	AGP AMERICA S.A.	124431	AGP		12, 21	06/10/2024
Lebanon	AGP AMERICA S.A.	124755	IMPENETRA INVISIBLE PROTECTION & DESIGN		12, 21	29/10/2024
Lebanon	AGP AMERICA S.A.	126035	STOP GUN		12, 21	13/01/2025
India	AGP AMERICA S.A.	1839628	AGP & Design		12, 21	14/07/2019
Chile	AGP AMERICA S.A.	867641	IMPENETRA		12	12/07/2020
Chile	AGP AMERICA S.A.	867642	IMPENETRA		21	12/07/2020
México	AGP AMÉRICA S.A.	1121560	IMPENETRA		12	20/12/2020
México	AGP AMÉRICA S.A.	1121558	IMPENETRA		21	20/12/2020
USA	AGP AMÉRICA S.A.	86/844161	AGP EGLASS		12	N/D
European Union	AGP AMÉRICA S.A.	14840789	AGP EGLASS		12	14/03/2026
Guatemala	AGP AMERICA S.A.	175940	STOPGUN & Design		12	11/05/2021

Guatemala	AGP AMERICA S.A.	181676	STOPGUN & Design		21	08/03/2022
Guatemala	AGP AMERICA S.A.	176756	IMPENETRA PROTECCION INVISIBLE & Design		12	28/06/2021
Guatemala	AGP AMERICA S.A.	175962	IMPENETRA PROTECCION INVISIBLE & Design		21	12/05/2021
Guatemala	AGP AMERICA S.A.	177426	AGP & Design		12	04/08/2021
Guatemala	AGP AMERICA S.A.	175939	AGP & Design		21	11/05/2021
Argentina	AGP AMERICA S.A.	2404715	IMPENETRA PROTECCION INVISIBLE & Design		12	05/11/2020
Argentina	AGP AMERICA S.A.	2404714	IMPENETRA PROTECCION INVISIBLE & Design		21	05/11/2020
Argentina	AGP AMERICA S.A.	2404705	STOPGUN & Design		21	05/11/2020
Argentina	AGP AMERICA S.A.	2459414	AGP & Design		12	26/08/2021
Argentina	AGP AMERICA S.A.	2459413	AGP & Design		21	26/08/2021
Brazil	AGP AMERICA S.A.	909280851	B33 G4 AGP & Design		12	N/D
Brazil	AGP AMERICA S.A.	909280673	B33 G4 AGP & Design		21	N/D
Brazil	AGP AMERICA S.A.	902238388	ESSÊNCIA LIVRE & Design		25	26/12/2022
Brazil	AGP AMERICA S.A.	902132636	KIT ONE STOP PARTNER BY AGP & Design		12	N/D
Brazil	AGP AMERICA S.A.	901660485	AGP & Design		12	03/04/2022
Brazil	AGP AMERICA S.A.	901667587	AGP & Design		21	03/04/2022
Brazil	AGP AMERICA S.A.	900736950	AGP VARIO PLUS & Design		12	23/08/2021
Brazil	AGP AMERICA S.A.	900737026	AGP VARIO PLUS & Design		21	13/10/2020

Brazil	AGP AMERICA S.A.	829565116	AGP SOLAR PLUS & Design		12	23/08/2021
Brazil	AGP AMERICA S.A.	829565108	OMNILITE	N/D	12	02/02/2020
Brazil	AGP AMERICA S.A.	826999581	ULTRALITE	N/D	12	16/10/2017
Brazil	AGP AMERICA S.A.	826999590	OMNIGLASS	N/D	12	16/10/2017
Brazil	AGP AMERICA S.A.	825012791	AGP	N/D	12	02/09/2018
Brazil	AGP AMERICA S.A.	825184266	OMNI ARMOR	N/D	12	20/07/2020
Brazil	AGP AMERICA S.A.	821774328	STOPGUN & Design		19	25/01/2025
Colombia	AGP AMERICA S.A.	375285	AGP VARIO PLUS		12	31/03/2019
Colombia	AGP AMERICA S.A.	375284	AGP VARIO PLUS		21	31/03/2019
Russian Federation	AGP AMERICA S.A.	497795	VARIOPLUS		12, 21	14/08/2022
India	AGP AMERICA S.A.	3255637	AGP	N/D	21	14/07/2019