

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second-Lien Notice and Confirmation of Grant of Security Interest in Trademarks		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOG Manufacturing Company, Inc.		09/26/2017	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2283005	TOG	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1103813-0127-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	09/27/2017		
Total Attachments: 5			
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SECOND-LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

SECOND-LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of September 26, 2017, made by TOG Manufacturing Company, Inc., a Massachusetts corporation (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (the "Agent") for the Lenders that are parties to the Second-Lien Credit Agreement, dated as of April 9, 2013, by and among DONCASTERS GROUP LIMITED, a company incorporated in England and Wales under number 05651556 as Parent, DONCASTERS US FINANCE LLC, a Delaware limited liability company ("US Finance"), DONCASTERS US LLC, a Delaware limited liability company ("US LLC", and together with US Finance, the "Borrowers"), the Lenders and the Agent (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "Second-Lien Credit Agreement").

WHEREAS, pursuant to the Second-Lien Credit Agreement, the Lenders have severally agreed to make loans and issue letters of credit to the Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Second-Lien Credit Agreement, the Grantor, the Borrowers and the other parties thereto have executed and delivered a Second-Lien Security Agreement, dated as of April 9, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second-Lien Security Agreement"); and

WHEREAS, pursuant to the Second-Lien Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including its Trademarks set forth on Schedule I; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second-Lien Credit Agreement and the Second-Lien Security Agreement.

2. **Confirmation of Grant of Security Interest.** The Grantor hereby confirms that it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Second-Lien Credit Agreement) and to all Trademarks now owned (including its Trademarks set forth on Schedule I) or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest and, to

the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. **Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second-Lien Security Agreement. The Second-Lien Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Second-Lien Credit Agreement and the Second-Lien Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

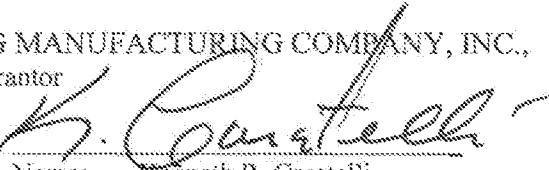
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IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TOG MANUFACTURING COMPANY, INC.,
as Grantor

By:


Name: Kenneth R. Caratelli
Title: President

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: _____

Name: John Toronto

Title: Authorized Signatory

By: _____

Name: Whitney Gaston

Title: Authorized Signatory

[Signature Page to Second-Lien Trademark Security Agreement]

TRADEMARK
REEL: 006163 FRAME: 0500

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Reg. No.</u>
TOG	75502472	2283005

Trademark Applications

<u>TRADEMARK</u>	<u>App. No.</u>
Nil	Nil