

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
America II Group, LLC		10/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	10 S. Wacker Drive		
Internal Address:	26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5164821	AMERICA II ELECTRONICS	
Registration Number:	1990733	AMERICA II ELECTRONICS	
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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6030.115		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	10/31/2017		
Total Attachments: 6			
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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of October 30, 2017, by and among America II Group, LLC, a Delaware limited liability company (successor by conversion from America II Group, Inc., a Delaware corporation) ("Grantor"), and Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among America II Group Intermediate Holdings, Inc., a Delaware corporation ("Ultimate Holdings"), the Subsidiaries of Ultimate Holdings party thereto as "Borrowers," the lenders signatory thereto (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group and the Bank Product Providers have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "US Guaranty and Security Agreement"); and

WHEREAS, pursuant to the US Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the US Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the US Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **Grant of Security Interest in Trademark Collateral.** Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(i) all of its Trademarks and Intellectual Property Licenses in respect of Trademarks to which it is a party, including those registered or applied-for Trademarks referred to on Schedule I;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each such Intellectual Property License; and

(iii) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (B) injury to the goodwill associated with any Trademark, or (C) right to receive license fees, royalties, and other compensation under any such Intellectual Property License.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor or any other Loan Party.

4. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the US Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the US Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the US Guaranty and Security Agreement, the US Guaranty and Security Agreement shall control.

5. **Authorization to Supplement.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **Counterparts.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original

executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE US GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages to follow.]

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

GRANTOR:

AMERICA II GROUP, LLC, a Delaware limited liability company

By: 

Name: Greg Gleason

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By: _____

Name: Casimir Mazurkiewicz

Title: Authorized Signatory

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

GRANTOR:

AMERICA II GROUP, LLC, a Delaware limited liability company

By: _____

Name: Greg Gleason

Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Agent

By:  _____

Name: Casimir Mazurkiewicz

Title: Authorized Signatory

SCHEDULE I
to
Trademark Security Agreement

Trademark Registrations

Grantor	Country	Mark	Registration No.	App/Reg Date
America II Group, LLC ¹	U.S.A.	America II Electronics	5164821	
America II Group, LLC ²	U.S.A.	America II Electronics	1990733	

Trade Names: None.

Common Law Trademarks: None.

Trademarks Not Currently in Use: None.

Trademark Licenses: None.

¹ Note: Trademark held by America II Group, Inc., a Delaware corporation, before close and will be updated at the USPTO post-close to reflect America II Group Inc.'s conversion to America II Group, LLC.

² Note: Trademark held by America II Group, Inc., a Delaware corporation, before close and will be updated at the USPTO post-close to reflect America II Group Inc.'s conversion to America II Group, LLC.

Schedule I

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RECORDED: 10/31/2017

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