

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454301

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Zenith American Solutions, Inc.		12/13/2017	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, As Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4413421	ZENITH AMERICAN SOLUTIONS
Registration Number:	4266690	ZENITH AMERICAN SOLUTIONS
Registration Number:	4037806	Z ZENITH ADMINISTRATORS
Registration Number:	3887634	ATLAS
Registration Number:	2511552	G
Registration Number:	2511553	GEMGROUP
Registration Number:	2459158	TOPAZ-DIRECT
Registration Number:	2521638	RUBY-PLUS
Registration Number:	2560948	EMERALD-TRAC
Registration Number:	2513915	DIAMOND-TRUST
Registration Number:	1597781	ZENITH ADMINISTRATORS

CORRESPONDENCE DATA

Fax Number: 3129021061

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.

Phone: 312-577-8518

Email: rebecca.dyson@kattenlaw.com

Correspondent Name: Rebecca Dyson C/O Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

TRADEMARK

Address Line 4:	Chicago, ILLINOIS 60661
NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	12/13/2017
Total Attachments: 5 source=madison zenith trademark security agreement 2017 final (EXECUTED)#page1.tif source=madison zenith trademark security agreement 2017 final (EXECUTED)#page2.tif source=madison zenith trademark security agreement 2017 final (EXECUTED)#page3.tif source=madison zenith trademark security agreement 2017 final (EXECUTED)#page4.tif source=madison zenith trademark security agreement 2017 final (EXECUTED)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) made as of December 13, 2017, by ZENITH AMERICAN SOLUTIONS, INC., a Maryland corporation (“Grantor”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “Loans”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ZENTH AMERICAN SOLUTIONS, INC.,
a Maryland corporation

By: 

Name: Arthur T. Schultz

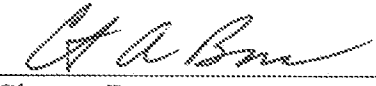
Title: President and Chief Executive Officer

Trademark Security Agreement

TRADEMARK
REEL: 006227 FRAME: 0007

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Clayton Bruce
Title: Director

SCHEDULE A

Mark	Application No.	Registration No.	Status of Mark	Grantor
ZENITH AMERICAN SOLUTIONS	85754852	4413421	Registered	ZENITH AMERICAN SOLUTIONS, INC.
ZENITH AMERICAN SOLUTIONS	85445761	4266690	Registered	ZENITH AMERICAN SOLUTIONS, INC.
Z ZENITH ADMINISTRATORS	85239088	4037806	Registered	ZENITH AMERICAN SOLUTIONS, INC.
ATLAS	77830200	3887634	Registered	ZENITH AMERICAN SOLUTIONS, INC.
G	75781937	2511552	Registered	ZENITH AMERICAN SOLUTIONS, INC.
GEMGROUP	75781958	2511553	Registered	ZENITH AMERICAN SOLUTIONS, INC.
TOPAZ-DIRECT	75782008	2459158	Registered	ZENITH AMERICAN SOLUTIONS, INC.
RUBY-PLUS	75782269	2521638	Registered	ZENITH AMERICAN SOLUTIONS, INC.
EMERALD-TRAC	75781938	2560948	Registered	ZENITH AMERICAN SOLUTIONS, INC.
DIAMOND-TRUST	75782268	2513915	Registered	ZENITH AMERICAN SOLUTIONS, INC.
ZENITH ADMINISTRATORS	73805058	1597781	Registered	ZENITH AMERICAN SOLUTIONS, INC.