

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM456468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	LIEN		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
STS SID LLC		12/29/2017	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keybank National Association		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: OHIO		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4847191	SUREID	
<b>Registration Number:</b>	4856612	SUREID	
<b>Registration Number:</b>	0288748	REGU-LAX	
<b>Registration Number:</b>	2689055	EID	
<b>Registration Number:</b>	2883586	EID ACCESS	
<b>Registration Number:</b>	2883587	EID ACCESS	
<b>Registration Number:</b>	2980776	EID PASSPORT	
<b>Registration Number:</b>	2980777	EID PASSPORT	
<b>Serial Number:</b>	87005156	WHEN TRUST IS ESSENTIAL, SO ARE WE.	
<b>Serial Number:</b>	86965424	SUREID	
<b>Serial Number:</b>	86965415	SUREID	
<b>Serial Number:</b>	86965308	SUREID	
<b>Serial Number:</b>	86965296	SUREID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>			
<b>Phone:</b>	2128598000		
<b>Email:</b>	mark.konzelmann@friedfrank.com		
<b>TRADEMARK</b>			

CH \$340.00 4847191

**Correspondent Name:** Mark Konzelmann  
**Address Line 1:** 1 New York Plaza  
**Address Line 2:** Floor 26  
**Address Line 4:** New York, NEW YORK 10004

**NAME OF SUBMITTER:** Mark Konzelmann

**SIGNATURE:** /Mark Konzelmann/

**DATE SIGNED:** 01/02/2018

**Total Attachments: 5**

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source= Sterling - First Lien Trademark Security Agreem #page2.tif  
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source= Sterling - First Lien Trademark Security Agreem #page5.tif

**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**First Lien Trademark Security Agreement**, dated as of December 29, 2017 by STS SID LLC (“**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the First Lien Credit Agreement, dated as of June 19, 2015 (as amended by the First Amendment to First Lien Credit Agreement, dated as of January 27, 2016, as further amended by the Second Amendment to First Lien Credit Agreement, dated as of July 27, 2016 (as amended by the Amendment to Second Amendment to First Lien Credit Agreement, dated as of January 23, 2017), as further amended by the Third Amendment to First Lien Credit Agreement, dated as of March 24, 2017, as further amended by the Fourth Amendment to First Lien Credit Agreement, dated as of June 30, 2017, as further amended by the Fifth Amendment to First Lien Credit Agreement, dated as of October 5, 2017, and as further amended, restated, amended and restated, modified and/or supplemented from time to time) (in such capacity, the “**Collateral Agent**”).

**WITNESSETH:**

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of June 19, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages and payments then and thereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and
- (c) all rights to sue for past, present and future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby

acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of each Grantor, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this First Lien Trademark Security Agreement.

SECTION 5. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this First Lien Trademark Security Agreement by signing and delivering one or more counterparts.

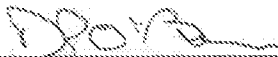
SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

(b) Each party to this First Lien Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this First Lien Trademark Security Agreement will affect the right of any party to this First Lien Trademark Security Agreement to serve process in any other manner permitted by Law.

[Signature pages follow.]

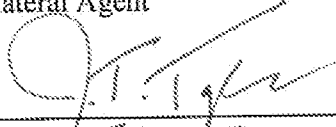
STS SID LLC

By:  \_\_\_\_\_

Name: Daniel O'Brien

Title: Chief Financial Officer

KEYBANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:   
Name J. TAYLOR  
Title SVP

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006240 FRAME: 0136**

**Schedule I**  
**Trademark Registrations and Use Applications**

MARK	COUNTRY	OWNER	STATUS	SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.
SUREID	United States	STS SID LLC	Approved	86/355,532	11/3/2015	4847191
SUREID	United States	STS SID LLC	Approved	86/391,370	11/17/2015	4856612
SUREID & Design	Norway	STS SID LLC	Approved	2016053526	09/09/2016	288748
SUREID & Design	European Union	STS SID LLC	Approved	14022628	09/08/2015	14022628
EID	United States	STS SID LLC	Approved	76067972	2/18/2003	2689055
EID ACCESS and Design	United States	STS SID LLC	Approved	76424942	9/14/2004	2883586
EID ACCESS	United States	STS SID LLC	Approved	76424943	9/14/2004	2883587
EID PASSPORT and Design	United States	STS SID LLC	Approved	78282464	8/2/2005	2980776
EID PASSPORT	United States	STS SID LLC	Approved	78282465	8/2/2005	2980777
WHEN TRUST IS ESSENTIAL, SO ARE WE.	United States	STS SID LLC	Pending	87005156		
SUREID & Design	United States	STS SID LLC	Pending	86965424		
SUREID & Design	United States	STS SID LLC	Pending	86965415		
SUREID & Design	United States	STS SID LLC	Pending	86965308		
SUREID	United States	STS SID LLC	Pending	86965296		