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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM459792

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATION OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MORGAN STANLEY SENIOR FUNDING, INC.		12/11/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS LENDING PARTNERS LLC	
Street Address:	30 HUDSON STREET	
Internal Address:	36TH FLOOR	
City:	JERSEY CITY	
State/Country:	NEW JERSEY	
Postal Code:	07302	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	846672	HUSKY
Registration Number:	1055403	HUSKY
Registration Number:	2325481	HUSKY
Registration Number:	1773293	HUSKY

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-3222

Email: ksolomon@stblaw.com

Correspondent Name: ALEXANDER RAYTMAN, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	033917/0007
NAME OF SUBMITTER:	ALEXANDER RAYTMAN
SIGNATURE:	/AR/

TRADEMARK REEL: 006259 FRAME: 0414

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DATE SIGNED:	01/29/2018	
Total Attachments: 5		
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CONFIRMATION OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This CONFIRMATION OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Confirmation Agreement") dated as of December 11, 2017, is made by MORGAN STANLEY SENIOR FUNDING, INC., as assignor (the "Assignor") and GOLDMAN SACHS LENDING PARTNERS LLC, as assignee (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the First Lien Credit Agreement or Security Agreement (each as defined below) unless otherwise specified herein.

WITNESSETH:

WHEREAS, Husky Injection Molding Systems Ltd., a Delaware corporation (the "<u>Grantor</u>"), the Lenders, Assignor and the other parties thereto entered into that certain Credit and Guaranty Agreement, dated as of June 30, 2011, as amended and restated on June 30, 2014 (the "<u>First Lien Credit Agreement</u>");

WHEREAS, pursuant to that certain Security and Pledge Agreement dated June 30, 2011, (as amended and restated on June 30, 2014, the "Security Agreement"), (i) Grantor has granted a security interest (the "Security Interest") to Assignor, as Collateral Agent for Lenders thereunder, in certain Intellectual Property, including the Trademarks set forth on Schedule A (the "Trademark Collateral"); and (ii) Assignor and Grantor executed that certain Intellectual Property Security Agreement dated as of June 30, 2011 (the "IP Security Agreement") to record such Security Interest at the U.S. Patent and Trademark Office, and such Security Interest was recorded at the USPTO on July 12, 2011 at Reel 4580 and Frame 0486;

WHEREAS, pursuant to that certain (i) Resignation, Waiver, Consent and Appointment Agreement, dated as of June 30, 2014, among Grantor, Assignee, Assignor and other parties thereto, and (ii) Partial Payoff Letter, dated of June 30, 2014 (collectively, the "2014 Agreements"), Assignor assigned to Assignee, effective of June 30, 2014, each of the Liens and security interests granted to Assignor under the 2011 Loan Documents and Assignee assumed all such Liens, for its benefit and for the ratable benefit of all other Secured Parties under the Loan Documents; and

WHEREAS, Assignor and Assignee wish to confirm and record that the 2014 Agreements assigned Assignor's Liens and security interests in the Trademark Collateral to Assignee;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto state as follows:

1. <u>Assignment</u>. Assignor and Assignee hereby confirm that, pursuant to the 2014 Agreements, as of June 30, 2014, Assignor assigned all of Assignor's Security Interest in the Trademark Collateral to Assignee. The Security Agreement (and all rights and remedies of Collateral Agent and Secured Parties thereunder) shall remain in full force and effect in accordance with its terms and is incorporated fully herein by reference. In the event of any conflict between the terms of this Confirmation Agreement and the Security Agreement, the Security Agreement shall govern.

- 2. <u>Further Assurances</u>. Assignor take all further actions and execute and deliver all further documents reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Confirmation Agreement. The Assignor hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Confirmation Agreement.
- 3. <u>Counterparts</u>. This Assignment and Assumption may be executed by the parties to this Agreement in any number of separate counterparts (including by facsimile or PDF signatures), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation Agreement to be executed by their respective duly authorized officers.

> MORGAN STANLEY SENIOR FUNDING INC., as Assignor

By: Keny Grants
Name: KENYA YAMAMOTO
Title: Via President

[Signature Page to Confirmation of Assignment of Security Interest in Trademark Rights]

Accepted:

GOLDMAN SACHS LENDING PARTNERS

LLC, as Assignee

Title:

Douglas Tangey

Authorized Signatory

[Signature Page to Confirmation of Assignment of Security Interest in Trademark Rights]

SCHEDULE A

Key Trademarks

Key Trademark :	Jurisdiction .	Application Number	Application Date	Registration Number	Registration Date
HUSKY	Canada	598543	1/8/1988	TMA379,864	2/15/1991
HUSKY	Canada	348176	11/25/1971	TMA191,207	5/25/1973
HUSKY	United States of America	72/265630	2/28/1967	846672	3/26/1968
HUSKY	United States of America	73/009896	1/2/1974	1055403	1/4/1977
HUSKY (Services)	Canada	881805	6/18/1998	TMA538,859	12/19/2000
HUSKY (Services)	United States of America	75/516874	6/10/1998	2325481	3/7/2000
HUSKY DESIGN	Canada	645932	1/17/1990	TMA384,609	5/17/1991
HUSKY DESIGN	United States of America	74/042125	3/26/1990	1773293	5/25/1993
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	Canada	1387346	3/18/2008	TMA738,348	4/20/2009
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	Canada	1387350	3/18/2008	TMA738,347	4/20/2009
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	United States of America	1144184	4/17/2008	3612714	4/28/2009
HUSKY KEEPING OUR CUSTOMERS IN THE LEAD	United States of America	8300551	7/13/2009	3856927	5/10/2010

RECORDED: 01/29/2018