

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460226

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pexco LLC		01/31/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 30</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4636660	CITY POST	
<b>Registration Number:</b>	4636658	CITY POST	
<b>Registration Number:</b>	3022621	DAVIDSON TRAFFIC CONTROL PRODUCTS	
<b>Registration Number:</b>	2813967	DUOPEX	
<b>Registration Number:</b>	2825880	DURAFROST	
<b>Registration Number:</b>	1053137	DURAYL	
<b>Registration Number:</b>	2291867	FAST EDGE	
<b>Registration Number:</b>	1744536	FENCE-WEAVE	
<b>Registration Number:</b>	2451995	FINLINK	
<b>Registration Number:</b>	1630875	FLEXI-GUIDE	
<b>Registration Number:</b>	2099134	MAX-SLAT	
<b>Registration Number:</b>	4363202	PATRICIAN	
<b>Registration Number:</b>	2496335	PDS	
<b>Registration Number:</b>	2813951	PEXBOND	
<b>Registration Number:</b>	2813950	PEXBRAID	
<b>Registration Number:</b>	2811591	PEXCLEAR	
<b>Registration Number:</b>	2581523	PEXCO	
<b>Registration Number:</b>	1418371	PVT	
<b>Registration Number:</b>	1786151	QUALTHANE	
<b>TRADEMARK</b>			

OP \$765.00 4636660

Property Type	Number	Word Mark
Registration Number:	1865283	WINGED SLAT
Registration Number:	3339096	OP PANEL
Registration Number:	3322930	PEXGLIDE
Registration Number:	3322880	PEX-PF
Registration Number:	5265241	FIN2000
Registration Number:	4970168	DURAYL LED
Registration Number:	5315456	FEATHER LOCK
Registration Number:	5266105	LITELINK
Registration Number:	5266110	HEDGELINK
Registration Number:	5276498	SAFETY TOP CAP-LITE
Serial Number:	87352995	SAFETY TOP CAP

**CORRESPONDENCE DATA**

Fax Number: 3129939767

*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: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	01/31/2018

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of January 31, 2018, is among Pexco LLC (the “*Grantor*”) and Antares Capital LP, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Spectrum Holdings III Corp., a Delaware corporation, which, upon consummation of the Acquisition, will be merged with and into KPEX Holdings, Inc., a Delaware corporation (the “*Company*”, with the Company changing its name to Spectrum Holdings III Corp. and being the survivor of such merger and the “*Borrower*”), has entered into a First Lien Credit Agreement, dated as of January 31, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Spectrum Holdings II Corp., a Delaware corporation, the other Loan Parties from time to time party thereto, each Lender from time to time party thereto, Antares Capital LP, as Administrative Agent and as Collateral Agent, and Antares Holdings LP, as Swing Line Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain First Lien Security Agreement dated as of January 31, 2018 among the Grantors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

- (ii) all registrations and applications for registration for any of the foregoing;
- (iii) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which the Grantor, now or hereafter, is a party or a beneficiary;
- (iv) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and
- (v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than the Grantor or any Subsidiary of the Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all First Lien Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing First Lien Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to the Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

**PEXCO LLC**

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

Name: Dennis Fink

Title: Vice President, Chief Financial Officer,  
Treasurer & Secretary

AGREED AND ACKNOWLEDGED BY:

**ANTARES CAPITAL LP,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name:           K. Craig Gallehugh            
Title: **Duly Authorized Signatory**

**SCHEDULE A**

**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>OWNER</b>	<b>TRADEMARK</b>	<b>APPLICATION NO./ REGISTRATION NUMBER</b>	<b>FILING DATE/ REGISTRATION DATE</b>
Pexco LLC	<b>CITY POST</b> (stylized image)	86/234,587 4636660	27-March-2014 11-November-2014
Pexco LLC	<b>CITY POST</b>	86/234,561 4636658	27-March-2014 11-November-2014
Pexco LLC	<b>DAVIDSON TRAFFIC CONTROL PRODUCTS</b>	76/603,494 3,022,621	22-July-2004 06-December-2005
Pexco LLC	<b>DUOPEX</b>	76/480,553 2,813,967	06-January-2003 10-February-2004
Pexco LLC	<b>DURAFROST</b>	76/375,489 2,825,880	26-February-2002 23-March-2004
Pexco LLC	<b>DURAYL</b>	73/068,885 1,053,137	13-November-1975 23-November-1976
Pexco LLC	<b>FAST EDGE</b>	75/236,734 2,291,867	24-January-1997 16-November--99
Pexco LLC	<b>FENCE-WEAVE</b>	74/239,673 1,744,536	23-Jan-92 05-Jan-93
Pexco LLC	<b>FINLINK</b>	75/757,726 2,451,995	22-Jul-99 15-May-01
Pexco LLC	<b>FLEXI-GUIDE</b>	74/032,615 1,630,875	26-Feb-90 08-Jan-91
Pexco LLC	<b>MAX-SLAT</b>	75/143,225 2,099,134	18-Jul-96 23-Sep-97
Pexco LLC	<b>PATRICIAN</b>	85/570,336 4,363,202	15-Mar-12 09-Jul-13
Pexco LLC	<b>PDS</b>	76/176,605 2,496,335	06-Dec-00 09-Oct-01
Pexco LLC	<b>PEXBOND</b>	76/469,564 2,813,951	14-Nov-02 10-Feb-04
Pexco LLC	<b>PEXBRAID</b>	76/469,563 2,813,950	14-Nov-02 10-Feb-04
Pexco LLC	<b>PEXCLEAR</b>	76/480,942 2,811,591	07-Jan-03 03-Feb-04



<b>OWNER</b>	<b>TRADEMARK</b>	<b>APPLICATION NO./ REGISTRATION NUMBER</b>	<b>FILING DATE/ REGISTRATION DATE</b>
Pexco LLC	<b>PEXCO</b>	76/192,139 2,581,523	10-Jan-01 18-Jun-02
Pexco LLC	<b>PVT</b>	73/598,421 1,418,371	12-May-86 25-Nov-86
Pexco LLC	<b>QUALTHANE</b>	74/247,296 1,786,151	14-Feb-92 03-Aug-93
Pexco LLC	<b>WINGED SLAT</b>	74/297,343 1,865,283	24-Jul-92 29-Nov-94
Pexco LLC	<b>OP PANEL</b>	77/140,499 3,339,096	26-Mar-07 20-Nov-07
Pexco LLC	<b>PEXGLIDE</b>	77/084,998 3,322,930	17-Jan-07 30-Oct-07
Pexco LLC	<b>PEX-PF</b>	77/082,101 3,322,880	12-Jan-07 30-Oct-07
Pexco LLC	<b>FIN2000</b>	87/297,321 5,265,241	11-Jan-17 15-Aug-17
Pexco LLC	<b>DURAYL LED</b>	86/575,047 4,970,168	24-Mar-15 31-May-16
Pexco LLC	<b>Feather Lock</b>	87/350995 5315456	Feb 27, 2017 Oct 24, 2017
Pexco LLC	<b>LITELINK</b>	87/351094 5266105	Feb 27, 2017 Aug 15, 2017
Pexco LLC	<b>HEDGELINK</b>	87/352630 5266110	Feb 28, 2017 Aug 15, 2017
Pexco LLC	<b>SAFETY TOP CAP</b>	87/352995	Feb 28, 2017
Pexco LLC	<b>SAFETY TOP CAP- LITE</b>	87/353036 5276498	Feb 28, 2017 Aug 29, 2017