

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462438

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riggs Distler & Company, Inc.		02/15/2018	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as Administrative Agent		
Street Address:	1155 Metcalfe St.		
Internal Address:	Suite 1438		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B2C1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87701993	RIGGS DISTLER	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<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:	(312) 558-6352		
Email:	mfoy@winston.com		
Correspondent Name:	Michelle Foy, Winston & Strawn LLP		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601-9703		
ATTORNEY DOCKET NUMBER:	012038.44		
DOMESTIC REPRESENTATIVE			
Name:	Adam Fassnacht, Winston & Strawn LLP		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166-4193		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/Michelle Foy/		

CH \$40.00 87701993

DATE SIGNED:	02/16/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is dated as of February 15, 2018, by and between Riggs Distler & Company, Inc., a Maryland corporation (“Debtor”), and National Bank of Canada, in its capacity as administrative agent (“Administrative Agent”) under that certain Credit Agreement dated as of February 13, 2018, by and among Drum Intermediate Holdings, Inc., as Borrower, the lenders from time to time party thereto, the Administrative Agent, National Bank Financial Markets and Bank of Montreal, as Lead Arrangers, National Bank Financial Markets, as Sole Bookrunner, and National Bank of Canada, Bank of Montreal, Bank of Montreal, Chicago Branch, and BMO Harris Bank N.A., as Issuing Banks (as the same may be amended, restated or otherwise modified from time to time, the “Credit Agreement”). Debtor and Administrative Agent are sometimes collectively referred to herein as the “Parties”. Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Credit Agreement.

RECITALS

A. Debtor is the owner of the trademarks set forth in Exhibit A attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Pursuant to that certain Security Agreement, dated as of February 13, 2018, among *inter alia* the Parties hereto (as the same may be amended, restated or otherwise modified from time to time, the “Security Agreement”), Debtor has granted to Administrative Agent a lien on and security interest in and to certain assets of the Debtor, including without limitation the trademark assets described in Recital Paragraph “A” and more fully defined herein below as the “Trademark Collateral”.

C. Pursuant to the Security Agreement, the Parties hereto wish to confirm Debtor’s grant to Administrative Agent of a first priority lien on and security interest in and to the trademark assets described in Recital Paragraph “A” and more fully defined herein below as the “Trademark Collateral”.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Debtor hereby grants to the Administrative Agent and the Administrative Agent hereby accepts from the Debtor, a lien on and security interest in and to all of Debtor’s right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in Exhibit A hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks; and
- (iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Debtor against third parties for the past, present or future infringement, violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademark Collateral 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 or service mark application under Federal law.

2. This security interest is granted in conjunction with the security interest granted to the Administrative Agent in assets of the Debtor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Administrative Agent which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraph 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

7. This Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York, without regard to conflicts or choice of laws principles.

8. This Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

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IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized as of the date first above written.

RIGGS DISTLER & COMPANY, INC., AS DEBTOR

By: 
Name: Mario Trahan
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006274 FRAME: 0666

NATIONAL BANK OF CANADA, as
Administrative Agent




By: **Dominic Albanese**
Name:
Title Managing Director



By: **Luc Bernier**
Name:
Title: Managing Director

EXHIBIT A

TRADEMARKS

TRADEMARK	COUNTRY	STATUS	OWNER NAME	APP DATE AND NUMBER	REG DATE REG #
RIGGS DISTLER (Application) 	US	Applied	Riggs Distler & Company, Inc.	87701993 11/29/2017	N/A

UNREGISTERED TRADEMARKS

RIGGS DISTLER