

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BROWN & JOSEPH, LLC		03/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NEWSRING MEZZANINE CAPITAL III, L.P.		
Street Address:	Radnor Financial Center		
Internal Address:	555 E. Lancaster Avenue, 3rd Floor		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4090194	BROWN & JOSEPH	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	ONE LOGAN SQUARE		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	147608-01004		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	03/28/2018		
Total Attachments: 7			
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THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF THE DATE HEREOF BY AND AMONG NEWSRING MEZZANINE CAPITAL III, L.P., A DELAWARE LIMITED PARTNERSHIP ("NEWSRING"), AS COLLATERAL AGENT FOR THE SUBORDINATED LENDERS (AS DEFINED BELOW) (NEWSRING, IN SUCH CAPACITY, THE "SUBORDINATED AGENT"), NEWSRING, SPRING CAPITAL PARTNERS III, L.P., A DELAWARE LIMITED PARTNERSHIP ("SPRING"), NORTHEAST INDUSTRIES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY ("NORTHEAST" AND TOGETHER WITH NEWSRING AND SPRING, COLLECTIVELY, THE "SUBORDINATED LENDERS" AND EACH A "SUBORDINATED LENDER"; SUBORDINATED AGENT AND SUBORDINATED LENDERS, COLLECTIVELY, THE "SUBORDINATED CREDITORS" AND EACH A "SUBORDINATED CREDITOR"), BROWN & JOSEPH, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("BORROWER"), BROWN & JOSEPH INTERMEDIATE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("INTERMEDIATE HOLDINGS"), BROWN & JOSEPH HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("ULTIMATE HOLDINGS"), THE OTHER "COMPANIES" FROM TIME TO TIME PARTY THERETO, AND FIRST MIDWEST BANK ("ADMINISTRATIVE AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE COMPANIES PURSUANT TO, AND THE LIENS ARISING UNDER, THE SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS, AND ANY RELATED LIENS, REFINANCING THE INDEBTEDNESS UNDER THE SENIOR DEBT DOCUMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of March 26, 2018, is entered into by BROWN & JOSEPH, LLC, a Delaware limited liability company ("Grantor"), in favor of NEWSRING MEZZANINE CAPITAL III, L.P., a Delaware limited partnership, in its capacity as collateral agent for Lenders under the Credit Agreement described below ("Agent").

WITNESSETH

WHEREAS, Grantor, certain of affiliates of Grantor, Agent and Lenders have entered into a certain Senior Subordinated Term Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to

time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Agent and Lenders, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment and performance of Grantor's Obligations under the Credit Agreement and the other Loan Documents.

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. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

(a) each Trademark listed on Schedule 1 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 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 any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Agent and Lenders that:

(a) except as otherwise disclosed or permitted in the Credit Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other

restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

(b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark, except as could not reasonably be expected to have a Material Adverse Effect; and

(c) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. New Trademarks; Authorization to Supplement. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before Grantor's Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied in full or before the Credit Agreement has been terminated, Grantor shall (i) become aware of any existing federally registered Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such Trademarks. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

5. Duties of Grantor. Grantor shall ensure that any material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 5 shall be borne by Grantor.

6. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations (other than contingent indemnification obligations for which


no claim has been asserted) shall have been satisfied and the Credit Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Credit Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantor.

8. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file (e.g. e-mail transmission of a .pdf file) reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[signature page follows]

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

BROWN & JOSEPH, LLC, a Delaware limited liability company

By: 
Name: David Murav
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

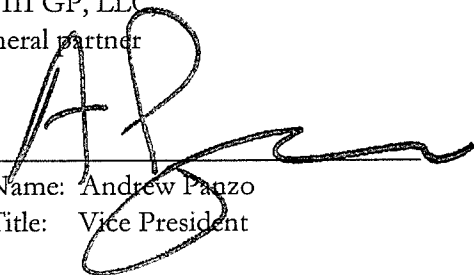
TRADEMARK
REEL: 006302 FRAME: 0439

Agreed and Accepted
As of the Date First Written Above:

NEWSPRING MEZZANINE CAPITAL III, L.P., as Agent

By: NSM III GP, L.P.,
its general partner

By: NSM III GP, LLC
its general partner

By: 
Name: Andrew Panzo
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006302 FRAME: 0440

SCHEDULE 1

TRADEMARKS

Mark	Serial Number	Registration Number	Registration Date
BROWN & JOSEPH	85311975	4090194	1/24/12