

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GST Acquisition Corp.		05/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Black Diamond Commercial Finance, L.L.C., as Administrative Agent		
Street Address:	100 Field Drive		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77942851	GST AUTOLEATHER	
Serial Number:	72194321	SETON	
Serial Number:	74149379	SETON	
Serial Number:	87198412	GST SETON AUTOLEATHER	
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:	012223.00011		
NAME OF SUBMITTER:	Michelle Foy		
SIGNATURE:	/MICHELLE FOY/		
DATE SIGNED:	05/24/2018		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of May, 2018, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **BLACK DIAMOND COMMERCIAL FINANCE, L.L.C.**, a Delaware limited liability company ("Black Diamond"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers under and pursuant to the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 22, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among GST Acquisition Corp., a Delaware corporation ("GST" and together with any other Person that becomes a party thereto as a Borrower, each a "Borrower" and collectively, "Borrowers"), GST AutoLeather Holding Corp., a Delaware corporation ("Parent"), GST Acquisition Holding Corp., a Delaware corporation ("Holdings" and together with Parent and any other Person that is or becomes a party thereto as a Guarantor, each a "Guarantor" and collectively, "Guarantors"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements with such Bank Product Providers, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 22, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (a) all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all proceeds of the foregoing, including any IP-Related Rights.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include the Excluded Collateral, including any trademark or service mark application filed in the U.S. Patent and Trademark Office on the basis of the applicant's intent-to-use such mark unless and until evidence of use of the mark has been filed with, and accepted by, the U.S. Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such application prior to such filing and acceptance would adversely affect the enforceability or validity of such application or the resulting trademark or service mark registration.

3. SECURITY FOR SECURED OBLIGATIONS. The Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, but for the fact that they are unenforceable or not allowable (in whole or in part) as a claim in an Insolvency Proceeding involving any Grantor due to the existence of such Insolvency Proceeding.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. INTERCREDITOR AGREEMENT. Anything herein to the contrary notwithstanding, the liens and security interests securing the Secured Obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

8. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTOR PARTY HERETO AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH A "CLAIM"). EACH GRANTOR PARTY HERETO AND AGENT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

GST ACQUISITION CORP.

By: 

Name: Eric S. Evans

Title: Chief Financial Officer, Treasurer and Secretary

Signature Page

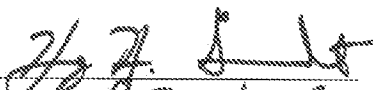
Trademark Security Agreement (GST)(Term HoldCo)

TRADEMARK
REEL: 006336 FRAME: 0127

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BLACK DIAMOND COMMERCIAL
FINANCE, L.L.C.

By: 
Name: H. Greenbaum
Title: M.D.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No. & Filing Date</u>	<u>WIPO Reg. No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	GST AutoLeather + Logo	77942851 2.23.10	1070684	3863285	10.19.10
U.S.	Seton	72194321 5.26.64		789255	5.11.65
U.S.	Seton + Logo GST/Seton	74149379 3.19.91		1681208	3.31.92
U.S.	AutoLeather + Design	87198412 10/10/2016		519937	5.9.2017
SOUTH KOREA	GST/Seton AutoLeather Logo	40-2015-38493 5.26.2015		40-115-4168	1.12.16
Madrid Protocol Internation al	GST AutoLeather + Logo	1070684 2.15.11	1070684	1070684	2.15.11
JAPAN	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	1.13.12
AUSTRAL IA	GST AutoLeather + Logo	1070684 2.15.11	1070684	1418405	7.12.11
RUSSIAN FEDERAT ION	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	7.13.12
VIETNAM	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	4.6.12
MOROCC O	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	7.18.11
GERMAN Y	GST AutoLeather + Logo	1070684 2.15.11	1070684	3863285	8.23.11
UNITED KINGDO M	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	11.8.11
ITALY	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	12.6.11
SPAIN	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	5.9.11
ROMANI A	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	2.27.12
BENELUX	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	1.20.12
CZECH REP.	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	9.16.11
HUNGAR Y	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	12.1.11
AUSTRIA	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	8.22.11

BOSNIA/H ERZEGOV INA	GST AutoLeather + Logo	1070684 2.15.11	1070684	N/A	4.4.12
France	GST AutoLeather + Logo	1070684 2.15.11 1501227	1070684		
Mexico	GST AutoLeather	6.30.14		1483997	10.01.14
European Union	Seton	004383683 5.9.05	004383683	004383683	4.19.06
European Union	Seton and Design	004383691 5.9.05	004383691	004383691	3.25.06
Germany	Seton and Design	39801732.8 1.15.98		39801732	4.1.98
South Africa	Seton and Design	1998/0569 1.16.98		199800569	8.2.01
China	SETON	5076481 12.22.05		5076481	9.28.09
China	Seton and Design	4106414 6.7.04		4106414	5.7.09
China	SETON	5076482 12.22.05		5076482	1.14.09
China	Seton and Design	4365575 11.16.04		4365575	7.28.07
Japan	Seton and Design	1998-006876 1.29.98 40-1998- 0001066		4282094	6.11/99
S. Korea	Seton and Design	1.16.98 704972		400440256	2.1.99
Mexico	SETON	3.2.05 704973		878501	4.26.05
Mexico	Seton and Design	3.2.05		881571	5.13.05