

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480681

<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>
Portfolio General Management Group, Inc.		07/02/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding, LLC		
<b>Street Address:</b>	30 South Wacker Drive		
<b>Internal Address:</b>	Suite 3700		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4577745	PORTFOLIO	
<b>Registration Number:</b>	4788115	SELECT SHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127018755		
<b>Email:</b>	ccronin@mayerbrown.com		
<b>Correspondent Name:</b>	Courtney Cronin		
<b>Address Line 1:</b>	71 s wacker		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Courtney E. Cronin		
<b>SIGNATURE:</b>	/Courtney Cronin/		
<b>DATE SIGNED:</b>	07/05/2018		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT dated as of July 2, 2018 (this “**Agreement**”), among PORTFOLIO GENERAL MANAGEMENT GROUP, INC., a corporation existing under the laws of California (the “**Grantor**”) and MADISON CAPITAL FUNDING LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, PGM Holdings Corporation, a corporation existing under the laws of Delaware (“**Holdings**”), Portfolio Holding, Inc., a corporation existing under the laws of Delaware (“**Borrower**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantor, Holdings, Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, hereby grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in, all right, title and interest in to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”):

- (a) all trademarks (including service marks), service marks, trade names, trade styles, trade dress, and logos, slogans and other indicia or origin and the registrations and applications for registration thereof, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof;
- (d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights corresponding to any of the foregoing.

Notwithstanding the foregoing, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks, record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **CHOICE OF LAW.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be duly executed by its officers or managers thereunto duly authorized as of the first date written above.

**GRANTOR:**

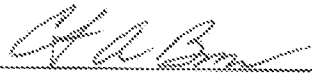
**PORTFOLIO GENERAL MANAGEMENT  
GROUP, INC.**

By: 

Name: Brent E. Griggs

Title: President and Chief Executive Officer

MADISON CAPITAL FUNDING LLC  
as Collateral Agent,

By:   
Name: *Clayton A Bove*  
Title: *Director*

*[Signature Page -- Trademark Security Agreement]*

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**TRADEMARK**  
**REEL: 006372 FRAME: 0628**

**Schedule I**

**United States Trademarks and Trademark Applications**

<b>Country</b>	<b>Trademark</b>	<b>Name of Registered Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>
U.S.	PORTFOLIO	Portfolio General Management Group, Inc.	4577745	07/29/2014
U.S.	SELECT SHIELD	Portfolio General Management Group, Inc.	4788115	8/11/2015