

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485324

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERIFLEX, INC.		08/01/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Public Company: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3691317	AMERIFLEX, INC.	
<b>Registration Number:</b>	3691316	AMERIFLEX, INC.	
<b>Registration Number:</b>	4286537	CROWN	
<b>Registration Number:</b>	4313604	GRAND	
<b>Registration Number:</b>	4313605	NINETY-ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Kristin Yohannan, Esq.		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, Tweed, Hadley & McCloy, LLP		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	22946.03500		
<b>NAME OF SUBMITTER:</b>	Kristin L. Yohannan		
<b>SIGNATURE:</b>	/s/ Kristin L. Yohannan		
<b>DATE SIGNED:</b>	08/08/2018		

CH \$140.00 3691317

**Total Attachments: 5**

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**FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**(Trademarks and Trademark Licenses)**

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2018, between AMERIFLEX, INC., a California corporation (the “*Grantor*”), and ROYAL BANK OF CANADA, as Collateral Agent (the “*Trademark Security Agreement*”).

WHEREAS, Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, HELIX ACQUISITION HOLDINGS, INC., a Delaware corporation (the “*Borrower*”), ASP MWI INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and Royal Bank of Canada, as Collateral Agent and Administrative Agent, are parties to a First Lien Credit Agreement, dated as of September 29, 2017 (as amended by that certain Incremental Facility Agreement No. 1, dated as of April 20, 2018, that certain Incremental Facility Agreement No. 2, dated as of the date hereof, and as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a First Lien Security Agreement, dated as of September 29, 2017 (as supplemented by that certain First Lien Security Agreement Supplement, dated as of April 20, 2018, that certain First Lien Security Agreement Supplement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrower, the Guarantors party thereto and Royal Bank of Canada, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

- (i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and
- (iii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL TO THE EXTENT SUCH TRADEMARK COLLATERAL CONSTITUTES RECORDABLE INTELLECTUAL PROPERTY.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions (including, without limitation, making of all filings) as the Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

The parties hereto acknowledge and agree that this Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

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

**AMERIFLEX, INC.**

By:   
Name: John R. Bagnuolo  
Title: President and Chief Executive Officer

Acknowledged:

ROYAL BANK OF CANADA,  
as Collateral Agent

By:   
Name: \_\_\_\_\_  
Title: Susan Khokher  
Manager, Agency

## TRADEMARKS

<u>Registered Owner</u>	<u>Registration Number</u>	<u>Trademark</u>
Ameriflex, Inc.	3691317	<b>AMERIFLEX, INC.</b>
Ameriflex, Inc.	3691316	Ameriflex, Inc.
Ameriflex, Inc.	4286537	Crown
Ameriflex, Inc.	4313604	Grand
Ameriflex, Inc.	4313605	Ninety-One

## TRADEMARK APPLICATIONS

None.