

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KKR Loan Administration Services LLC, as Retiring Collateral Agent		12/14/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC, as Successor Collateral Agent		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	912727		
Registration Number:	908920		
Registration Number:	926775		
Registration Number:	891582		
Registration Number:	3076149	GLOBAL EXPRESS	
Registration Number:	1483056	MINNESOTA RUBBER	
Registration Number:	1686048	Q MINNESOTA RUBBER	
Registration Number:	3500940	Q MINNESOTA RUBBER & PLASTICS	
Registration Number:	581372	QUAD	
Registration Number:	916632	QUAD	
Registration Number:	916740	QUAD	
Registration Number:	956442	QUAD	
Registration Number:	915638	QUAD	
Registration Number:	917508	QUAD	
Registration Number:	921586	QUAD	
Registration Number:	917636	QUAD	
Registration Number:	915052	QUAD	
Registration Number:	916121	QUAD	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	958592	QUAD
Registration Number:	922820	QUAD
Registration Number:	898382	QUAD
Registration Number:	951358	QUAD
Registration Number:	1383365	QUADION
Registration Number:	1382686	QUADION
Registration Number:	645116	QUAD-RING
Registration Number:	1382685	Q
Registration Number:	1383364	Q
Registration Number:	4931311	QUNITON
Registration Number:	4931313	QUNITON
Registration Number:	4931315	QUNITON
Registration Number:	4985271	QMONIX
Registration Number:	5070174	QUTOPLEX
Registration Number:	5070175	QULTIMAX

CORRESPONDENCE DATA

Fax Number: 3125786666

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.

Phone: 3122633600

Email: maureen.drews@hklaw.com

Correspondent Name: Joshua M. Spencer

Address Line 1: Holland & Knight LLP

Address Line 2: 131 S. Dearborn St., 30thFlr.

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Joshua M. Spencer
SIGNATURE:	/Joshua M. Spencer/
DATE SIGNED:	12/19/2018

Total Attachments: 9

source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page1.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page2.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page3.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page4.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page5.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page6.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page7.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page8.tif
source=Quadion TM Assignments of Trademark Security Agreement - Executed_62332192_1#page9.tif

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “**Assignment**”), dated as of December 14, 2018, is by **CORTLAND CAPITAL MARKET SERVICES LLC**, acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”) and **KKR LOAN ADMINISTRATION SERVICES LLC**, acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”).

RECITALS:

WHEREAS, Quadion LLC, as “**Grantor**”, and Retiring Agent are parties to a certain Security Interest in Trademark Rights, dated as of November 13, 2018, attached as Appendix I hereto (the “**Agreement**”) concerning certain intellectual property set forth on Schedule A thereto; and

WHEREAS, pursuant to that certain Amendment No. 1 to the First Lien Credit Agreement by and among the Retiring Agent, the Successor Agent, the Grantor and others, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, without representation or warranty of any kind, all of its rights, title and interest in, to, and under the Agreement.

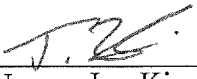
This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank -

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

SUCCESSOR AGENT:

**CORTLAND CAPITAL MARKET
SERVICES LLC**

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

RETIRING AGENT:

**KKR LOAN ADMINISTRATION
SERVICES LLC**

By: _____
Name:
Title:

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

SUCCESSOR AGENT:

CORTLAND CAPITAL MARKET
SERVICES LLC

By: _____
Name:
Title:

RETIRING AGENT:

KKR LOAN ADMINISTRATION
SERVICES LLC

By: John Knox
Name: John Knox
Title: Chief Financial Officer

Appendix I

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 13, 2018, is made by Quadion LLC, a Delaware limited liability company (the “Grantor”), in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 13, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among KESTREL TOPCO, LLC, a newly organized entity under the laws of Delaware (“Holdings”), KESTREL PARENT, LLC, a newly organized entity under the laws of Delaware and a Wholly-Owned Subsidiary of Holdings (the “Borrower”), the several lenders from time to time parties thereto and KKR LOAN ADMINISTRATION SERVICES LLC, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of November 13, 2018 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders, the Swingline Lender and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks

will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

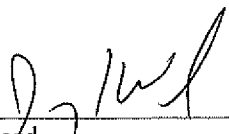
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

QUADION LLC,
as the Grantor

By: 
Name: Jay Ward
Title: Chief Executive Officer

KKR LOAN ADMINISTRATION SERVICES
LLC,
as the Collateral Agent

By: 

Name: John Knox
Title: Chief Financial Officer

By:

Name: _____
Title: _____

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006557 FRAME: 0479

SCHEDULE A

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Quadion LLC	72/358453	912727	CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN
Quadion LLC	72/358454	908920	CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN
Quadion LLC	72/358456	926775	CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN
Quadion LLC	72/294844	891582	CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN
Quadion LLC	78/550078	3076149	GLOBAL EXPRESS
Quadion LLC	73/633447	1483056	MINNESOTA RUBBER
Quadion LLC	74/138102	1686048	Q MINNESOTA RUBBER & DESIGN OF Q
Quadion LLC	77/257868	3500940	Q MINNESOTA RUBBER & PLASTICS AND DESIGN OF Q
Quadion LLC	71/644561	581372	QUAD
Quadion LLC	72/316112	916632	QUAD
Quadion LLC	72/326403	916740	QUAD
Quadion LLC	72/326397	956442	QUAD
Quadion LLC	72/326399	915638	QUAD
Quadion LLC	72/326401	917508	QUAD
Quadion LLC	72/326400	921586	QUAD
Quadion LLC	72/326404	917636	QUAD
Quadion LLC	72/326406	915052	QUAD
Quadion LLC	72/326398	916121	QUAD
Quadion LLC	72/326405	958592	QUAD
Quadion LLC	72/351504	922820	QUAD
Quadion LLC	72/326407	898382	QUAD
Quadion LLC	72/326402	951358	QUAD
Quadion LLC	73/537894	1383365	QUADION
Quadion LLC	73/522351	1382686	QUADION
Quadion LLC	72/015480	645116	QUAD-RING
Quadion LLC	73/522350	1382685	STYLIZED Q
Quadion LLC	73/537892	1383364	STYLIZED Q
Quadion LLC	86/666099	4931311	QUNITON
Quadion LLC	86/666159	4931313	QUNITON w/Stylized Q
Quadion LLC	86/666180	4931315	Q QUNITON w/Reflection
Quadion LLC	86/705947	4985271	QMONIX
Quadion LLC	86/883234	5070174	QUTOPLEX
Quadion LLC	86/883249	5070175	QULTIMAX