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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM517561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Name Formerly		Entity Type	
Lindstrom, LLC		04/05/2019	Limited Liability Company: DELAWARE	

RECEIVING PARTY DATA

Name:	Ally Bank, as Administrative Agent		
Street Address:	00 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UTAH		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark		
Serial Number:	78959633	MEGA METRIC		
Serial Number:	75238852	MEGA		
Serial Number:	77675782	TITAN		

CORRESPONDENCE DATA

Fax Number: 2125562222

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: 2127905315

Email: dnelson@kslaw.com

Correspondent Name: Danielle Nelson c/o King & Spalding LLP

Address Line 1: 1185 Avenue of the Americas

Address Line 2: FL 35

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	18876.515044
NAME OF SUBMITTER:	Danielle Nelson
SIGNATURE:	/s/ Danielle Nelson
DATE SIGNED:	04/05/2019

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 5, 2019 (this "**Trademark Security Agreement**"), by Lindstrom, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of Ally Bank, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

- NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:
- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.
- SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all Trademarks of such Grantor listed on Schedule I attached hereto.
- SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.
- SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.
- SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

LINDSTROM, LLC

By:

Name: Thomas O'Brien

Title: Chief Financial Officer, Treasurer and

Secretary

ALLY BANK, as Administrative Agent

By:

Name: Colleen Risorto Title: Authorized Signatory

Signature Page to Trademark Security Agreement

Schedule I Trademark Registrations and Use Applications

Jurisdiction	Owner	Serial Number	Filing Date	Reg. No.	Reg. Date
US	Lindstrom, LLC	78959633	August 24, 2006	3268208	July 24, 2007
US	Lindstrom, LLC	75238852	February 10, 1997	2156485	May 12, 1998
US	Lindstrom, LLC	77675782	February 23, 2009	4995210	July 12, 2016
	US	US Lindstrom, LLC US Lindstrom, LLC US Lindstrom,	US Lindstrom, 78959633 LLC US Lindstrom, 75238852 LLC US Lindstrom, 77675782	US Lindstrom, 78959633 August 24, 2006 US Lindstrom, 75238852 February LLC 10, 1997 US Lindstrom, 77675782 February	US Lindstrom, LLC 78959633 24, 2006 August 24, 2006 3268208 24, 2006 US Lindstrom, LLC 75238852 February 10, 1997 2156485 10, 1997 US Lindstrom, 77675782 February 4995210

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RECORDED: 04/05/2019