

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADDCAR SYSTEMS, LLC		11/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RCM ST PTY. LIMITED		
Street Address:	Level 7, 17 Castlereagh Street		
City:	SYDNEY		
State/Country:	AUSTRALIA		
Postal Code:	2000		
Entity Type:	Corporation: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1795602	ADDCAR	
CORRESPONDENCE DATA			
Fax Number:	2067577014		
<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:	2067578014		
Email:	seatm@dwt.com, mmoersfelder@dwt.com, michaelamalone@dwt.com		
Correspondent Name:	Matthew E. Moersfelder		
Address Line 1:	920 Fifth Avenue, Suite 3300		
Address Line 4:	SEATTLE, WASHINGTON 98104-1610		
ATTORNEY DOCKET NUMBER:	110669-1		
NAME OF SUBMITTER:	Matthew E. Moersfelder		
SIGNATURE:	/MEM/		
DATE SIGNED:	04/18/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of 15 November 2018, between ADDCAR SYSTEMS, LLC, a Delaware limited liability company (the "Grantor"), in favor of RCM ST PTY LIMITED ACN 628 519 111, AS SECURITY TRUSTEE (the "Secured Party").

RECITALS

A. The Grantor is a party to a Pledge and Security Agreement dated as of 15 November 2018 (the "Pledge and Security Agreement"), between the Grantor and the Secured Party pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Secured Party, as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

(a) The Grantor hereby grants to the Secured Party for the ratable benefit of the Secured Party, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Secured Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule 1 hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) all proceeds of the foregoing, including, but not limited to, licenses, royalties, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, and the Secured Party shall have no obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement

or any other document related hereto nor shall the Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

Section 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

Section 5. Capacity of the Secured Party

(a) The Secured Party enters into this Agreement only in its capacity as trustee of the Security Trust and in no other capacity. Notwithstanding any other provisions of this Agreement or any other Finance Document, a liability arising under or in connection with this Agreement or any other Finance Document is limited to and can be enforced against the Secured Party only to the extent to which it can be satisfied out of the property of the Security Trust Fund out of which the Secured Party is actually indemnified for the liability. This limitation of the Secured Party's liability applies despite any other provision of this Agreement or any other Finance Document and extends to all liabilities and obligations of the Secured Party in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Agreement or any other Finance Document.

(b) The parties other than the Secured Party may not sue the Secured Party in any capacity other than as trustee of the Security Trust, including seek the appointment of a Receiver (except in relation to the Security Trust Fund), a liquidator, an administrator or any similar person to the Secured Party or prove in any liquidation, administration or arrangement of or affecting the Secured Party (except in relation to the Security Trust Fund).

(c) The provisions of this Section 5 shall not apply to any obligation or liability of the Secured Party to the extent that it is not satisfied because under this Agreement or by operation of law there is a reduction in the extent of the Secured Party's indemnification out of the Security Trust Fund as a result of the Secured Party's fraud, gross negligence or Wilful Default.

(d) No act or omission of the Secured Party (including any related failure to satisfy its obligations or breach of representation or warranty under this Agreement or any other Finance Document) will be considered fraud, gross negligence or Wilful Default of the Secured Party for the purpose of Section 5(c) to the extent to which the act or omission was caused by any failure by any other person to fulfil its obligations relating to the Security Trust or by any other act or omission of any other person.

(e) No attorney, agent, delegate or Receiver appointed in accordance with this Agreement or any other Finance Document has authority to act on behalf of the Secured Party in a way which exposes the Secured Party to any personal liability and no act or omission of any such person will be considered fraud, gross negligence or Wilful Default of the Secured Party for the purpose of Section 5(c).

(f) For the avoidance of doubt, the Secured Party is not obliged to use its own funds in performing obligations under any Finance Document (including this Agreement) and is not obliged to do or refrain from doing anything under this Agreement (including incur any liability) unless the Secured Party's liability is limited in the same manner set out in Section 5 (a) through (c).

(g) Without limiting any indemnity given to the Secured Party at law, the parties to this Agreement acknowledge that, subject to and in accordance with the Security Trust Deed, the Secured Party is indemnified out of the Security Trust Fund against any liability or loss arising from, and any costs properly incurred in connection with, complying with its obligations, and exercising its rights and discretions, under this Agreement.


(h) The other parties to this Agreement acknowledge that the Secured Party may assign its rights and novate (or otherwise transfer) its obligations under this Agreement to any replacement security trustee that is appointed in accordance with the Security Trust Deed. The other parties agree to enter into a novation deed with any such replacement security trustee in a form reasonably acceptable to the Secured Party and such replacement security trustee (and, if the rights or obligations of the replacement security trustee would differ from those of the Secured Party, on terms reasonably acceptable to the other parties).

Section 6. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.


[Signature Page Follows]

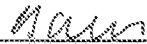
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADDCAR SYSTEMS, LLC, a Delaware limited liability company

By: 
Name: Paul Valaire
Title: Director

In the presence of

Witness: 
Name: Alexander Elder
Address: 11 Joyce Street, Floraville NSW 2280

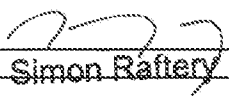
Witness: 
Name: Laura Bain
Address: 20 Callaghan Street, Kurri Kurri NSW 2327

Accepted and Agreed:

SECURED PARTY:

RCM ST PTY LIMITED ACN 628 519 111, AS SECURITY TRUSTEE,
~~by its attorneys under Power of Attorney dated 30 July 2013.~~

By: 
Name: David P. Duke
Title: ~~Company Secretary/Director~~

By: 
Name: Simon Raftery
Title: Director

Signature Page to
Trademark Security Agreement

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Country/App/Reg/ No.	Filing/Reg. Date	Description (Mark)	Next Scheduled Expiration Date
ICG ADDCAR Systems, LLC	Australia/1479400/1479400	03/09/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Canada/1508841/TMA831,567	12/12/2010 09/10/2012	ADDCAR	
ICG ADDCAR Systems, LLC	China/9022683/9022683	01/05/2011 01/14/2012	ADDCAR	
ICG ADDCAR Systems, LLC	China/9022682/9022682	01/05/2011 01/14/2012	ADDCAR	
ICG ADDCAR Systems, LLC	China/9022681/9022681	01/05/2011 06/21/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Colombia/10-164043/426395	12/29/2010 06/13/2011	ADDCAR	
ICG ADDCAR Systems, LLC	Colombia/10-164042/431285	12/29/2010 8/23/2011	ADDCAR	
ICG ADDCAR Systems, LLC	Indonesia/D00.2011.000698/ IDM00363524	01/10/2011 08/02/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Indonesia/J00.2011.00698/ IDM00360241	01/10/2011 07/11/2012	ADDCAR	
ICG ADDCAR Systems, LLC	India/2080702/Pending	1/05/2011/ Pending	ADDCAR	
ICG ADDCAR Systems, LLC	New Zealand/842687/842687	05/26/2011 05/26/2011	ADDCAR	
ICG ADDCAR Systems, LLC	New Zealand/956596/956596	03/30/2012 03/30/2012	ADDCAR	
ICG ADDCAR Systems, LLC	Russia/2011700699/451330	01/11/2011 01/17/2012	ADDCAR	
ADDCAR Systems, LLC	United States/74/254,646/ 1,795,602	03/12/1992 09/28/1993	ADDCAR	9/28/2023
ICG ADDCAR Systems, LLC	South Africa/2010/30262/ 2010/30262	12/23/2010 12/23/2010	ADDCAR	
ICG ADDCAR Systems, LLC	South Africa/2010/30263/ 2010/30263	12/23/2010 12/23/2010	ADDCAR	

Note: In the table above, identification of "ICG ADDCAR Systems, LLC" as the "Owner" indicates that ICG ADDCAR Systems, LLC was the applicant listed on the application

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