

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529160

<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>
NYX, LLC		06/21/2019	Limited Liability Company: MICHIGAN
Beach Acquisition Co. LLC		06/21/2019	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank, as Agent		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2516542	BEACH MOLD & TOOL, INC.	
<b>Registration Number:</b>	2543992	B	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	06/25/2019		
<b>Total Attachments: 7</b>			

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## Trademark Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 21, 2019, between the undersigned (individually each the "Debtor" and collectively the "Debtors", and Comerica Bank, in its capacity as Agent for the Lenders referred to below ("Secured Party").

### W I T N E S S E T H

A. WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among the Debtors and other borrowers party thereto (the "Borrowers"), the financial institutions from time to time signatory thereto (each, individually, a "Lender" and any and all such financial institutions collectively, the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make loans to Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Joinder to Second Amended and Restated Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agrees, for the benefit of the Secured Party, as follows:

SECTION 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the Indebtedness, Debtors hereby pledges and grants to the Secured Party, as Agent for and on behalf the Lenders a security interest in, all of the following described property of Debtors (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all Licenses with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such License, including, without limitation, the Licenses listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such

Licenses, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such Licenses;

(b) all Trademarks, including, without limitation, all Trademarks identified on Schedule 1.1 attached hereto and made a part hereof;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill associated with the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or License, including any Trademark, Trademark registration or License referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party, as Agent for and on behalf of the Lenders in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party, as Agent for and on behalf of the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party, as Agent for and on behalf of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness (other than with respect to contingent indemnification obligations to the extent no claim has been asserted) and commitment (whether optional or obligatory) to extend any credit under the Credit Agreement has been terminated, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Lenders 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature page to follow]

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.

DEBTOR:

NYX, LLC

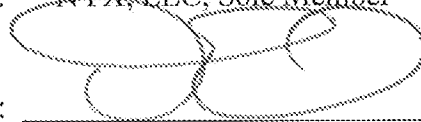
By:  \_\_\_\_\_

Name: Daniel Laible

Title: Chief Financial Officer

**BEACH ACQUISITION CO. LLC**

By: NYX, LLC, Sole Member



By: \_\_\_\_\_

Name: Daniel Laible

Title: Chief Financial Officer



COMERICA BANK, as Agent

By:   
Name: Wesley G. Meisen  
Title: Vice President



SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	75/940610	3/9/00	2,516,542	12/11/01	Beach Mold & Tool, Inc. (an Indiana corporation)
	75/940609	3/9/00	2,543,992	3/5/02	Beach Mold & Tool, Inc. (an Indiana corporation)