

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535032

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOPAREX LLC		08/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as Administrative Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1907847	CONVERTER'S CHOICE	
Registration Number:	2682726	FILM PLUS	
Registration Number:	4350985	LO-EX	
Registration Number:	4648349	LOPAREX	
Registration Number:	3441846	LOPASIL	
Registration Number:	591193	POLY SLIK	
Registration Number:	3531750	PRIMELINER	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1114412 1L TM B		

OP \$190.00 1907847

NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	08/02/2019
Total Attachments: 5 source=B - #92319374v1 - (Springboard - 1L Trademark Security Agreement)#page2.tif source=B - #92319374v1 - (Springboard - 1L Trademark Security Agreement)#page3.tif source=B - #92319374v1 - (Springboard - 1L Trademark Security Agreement)#page4.tif source=B - #92319374v1 - (Springboard - 1L Trademark Security Agreement)#page5.tif source=B - #92319374v1 - (Springboard - 1L Trademark Security Agreement)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 1, 2019 (this “Agreement”), by and among LOPAREX LLC, a Delaware limited liability company (the “Grantor”) and JEFFERIES FINANCE LLC, as administrative agent and collateral agent for the Secured Parties (as defined in the US Security Agreement) (in such capacity, the “Administrative Agent”).

Reference is made to (a) the First Lien Credit and Guaranty Agreement dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among PHM Netherlands Holdco 2 B.V., a private limited liability company incorporated under the laws of the Netherlands (“Holdings”), PHM Netherlands Midco B.V., a private limited liability company incorporated under the laws of the Netherlands and a direct Subsidiary of Holdings (the “Parent Borrower”), PHM Netherlands Bidco B.V., a private limited liability company incorporated under the laws of the Netherlands (the “Dutch Co-Borrower”), PHM Springboard Bidco, Inc., a corporation established under the laws of the State of Delaware (the “US Co-Borrower”, together with the Dutch Co-Borrower, the “Co-Borrowers”; the Co-Borrowers and the Parent Borrower, the “Borrowers”, and each individually, a “Borrower”), each other Subsidiary of the Parent Borrower from time to time party hereto as Guarantors, each lender from time to time party hereto (collectively, the “Lenders” and individually, a “Lender”), the other L/C Issuers party hereto from time to time and Jefferies Finance LLC, as Administrative Agent, Swing Line Lender and an L/C Issuer and (b) the U.S. Security Agreement dated as of August 1, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Parent Borrower, the US Co-Borrower, the U.S. Subsidiary Guarantors party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the L/C Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the United States Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by

reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.12 of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Authorization. The Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

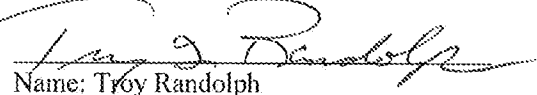
SECTION 8. Conflicts. Notwithstanding anything contrary contained herein, in the event of any conflict or inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LOPAREX LLC, as Grantor

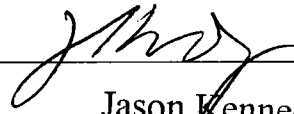
By


Name: Troy Randolph

Title: Global Chief Financial Officer

JEFFERIES FINANCE LLC, as Administrative
Agent

By:
Name:
Title:

A handwritten signature in black ink, appearing to read 'JKennedy', is written over a horizontal line.

Jason Kennedy
Managing Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006711 FRAME: 0016

Schedule I

U.S. Federal Trademark Registrations and Applications

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
CONVERTER'S CHOICE	74370001	Mar-22-1993	1907847	Jul-25-1995	Loparex LLC
FILM PLUS	76308969	Sep-05-2001	2682726	Feb-04-2003	Loparex LLC
LO-EX	85486135	Dec-02-2011	4350985	Jun-11-2013	Loparex LLC
LOPAREX	86229620	Mar-24-2014	4648349	Dec-02-2014	Loparex LLC
LOPASIL	77151546	Apr-09-2007	3441846	Jun-03-2008	Loparex LLC
POLY SLIK	71650540	Jul-20-1953	591193	Jun-15-1954	Loparex LLC
PRIMELINER	77151943	Apr-09-2007	3531750	Nov-11-2008	Loparex LLC