

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM535033

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

OP \$190.00 1907847

<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	08/02/2019
<b>Total Attachments: 5</b> source=D - #92319375v1 - (Springboard - 2L Trademark Security Agreement)#page2.tif source=D - #92319375v1 - (Springboard - 2L Trademark Security Agreement)#page3.tif source=D - #92319375v1 - (Springboard - 2L Trademark Security Agreement)#page4.tif source=D - #92319375v1 - (Springboard - 2L Trademark Security Agreement)#page5.tif source=D - #92319375v1 - (Springboard - 2L Trademark Security Agreement)#page6.tif	

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Junior Representative pursuant to this Second Lien Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Jefferies Finance LLC, as collateral agent, pursuant to or in connection with the First Lien Credit and Guaranty Agreement dated as of August 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time), 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 (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”) the other Grantors from time to time party hereto and Jefferies Finance LLC, as administrative agent and collateral agent and (ii) the exercise of any right or remedy by the Junior Representative hereunder is subject to the limitations and provisions of the First Lien/Second Lien Intercreditor Agreement dated as of August 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Holdings, the Borrowers, the other Grantors from time to time party thereto, Jefferies Finance LLC, as the Initial Senior Representative and Jefferies Finance LLC, as the Initial Junior Representative. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

This SECOND LIEN 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 Second 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 the Borrowers, Holdings, certain subsidiaries of the Parent Borrower from time to time party thereto, the lenders from time to time party thereto (collectively, the “Lenders” and each a “Lender”) and Jefferies Finance LLC, as Administrative Agent and (b) the Second Lien 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”) 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 as consideration for Loans previously made. 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

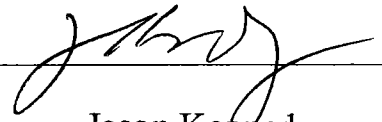
By 

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 'J Kennedy', is written over a horizontal line.

Jason Kennedy  
Managing Director

## 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