

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIAMOND INNOVATIONS, INC.		08/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH		
Street Address:	600 WASHINGTON BOULEVARD		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	85939155	DIAMOND INNOVATIONS	
Serial Number:	85105162	HYPERION	
Serial Number:	85025593	COMPAX	
Serial Number:	78934611	MBE	
Serial Number:	75434593	RVM	
Serial Number:	75434594	MBM	
Serial Number:	75234139	CSG-II	
Serial Number:	75234140	MBG	
Serial Number:	75234141	RVG	
Serial Number:	73769688	MBS	
Serial Number:	73388671	GEOSET	
Serial Number:	73254816	BZN	
Serial Number:	73112864	STRATAPAX	
Serial Number:	85487970	VERSIMAX	
Serial Number:	72387519	BORAZON	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: SOPHIE ZANDER
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38178/13
NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	09/04/2019

Total Attachments: 5
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GRANT OF
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 28, 2019, is made by DIAMOND INNOVATIONS, INC., a Delaware corporation (the “Grantor”), in favor of UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of August 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among SNOWBIRD ACQUISITION VEHICLE, INC., a Delaware corporation (“Holdings”), HYPERION MATERIALS & TECHNOLOGIES, INC., a Delaware corporation (a “Borrower” and the “Borrower Representative”), the subsidiary borrowers from time to time parties thereto, the lending institutions from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and UBS AG, STAMFORD BRANCH, as administrative agent and as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of August 28, 2019 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrowers, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

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 or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office,

whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

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.

DIAMOND INNOVATIONS, INC.,
as the Grantor

By: 

Name: Rick Jones
Title: President

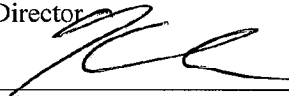
[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 006736 FRAME: 0582

UBS AG, STAMFORD BRANCH
as the Collateral Agent



By: _____
Name: Darlene Arias
Title: Director



By: _____
Name: Kenneth Chin
Title: Director

[Signature Page to Second Lien Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Diamond Innovations, Inc.	85939155 22-MAY-2013	4432614 12-NOV-2013	DIAMOND INNOVATIONS
Diamond Innovations, Inc.	85105162 11-AUG-2010	4218398 02-OCT-2012	HYPERION
Diamond Innovations, Inc.	85025593 28-APR-2010	3883123 30-NOV-2010	COMPAX
Diamond Innovations, Inc.	78934611 21-JUL-2006	3305027 02-OCT-2007	MBE
Diamond Innovations, Inc.	75434593 17-FEB-1998	2228484 02-MAR-1999	RVM
Diamond Innovations, Inc.	75434594 17-FEB-1998	2226047 23-FEB-1999	MBM
Diamond Innovations, Inc.	75234139 31-JAN-1997	2138671 24-FEB-1998	CSG-II
Diamond Innovations, Inc.	75234140 31-JAN-1997	2137114 17-FEB-1998	MBG
Diamond Innovations, Inc.	75234141 31-JAN-1997	2137115 17-FEB-1998	RVG
Diamond Innovations, Inc.	73769688 15-DEC-1988	1556755 19-SEP-1989	MBS
Diamond Innovations, Inc.	73388671 24-SEP-1982	1284970 10-JUL-1984	GEOSET
Diamond Innovations, Inc.	73254816 29-MAY-1980	1176766 10-NOV-1981	BZN
Diamond Innovations, Inc.	73112864 21-JAN-1977	1110794 09-JAN-1979	STRATAPAX
Diamond Innovations, Inc.	85487970 06-DEC-2011	4419121 15-OCT-2013	VERSIMAX
Diamond Innovations, Inc.	72387519 16-JUN-1972	1069581 12-JUL-1977	BORAZON in Stylized Letters BORAZON