

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lytron Incorporated		09/19/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 Bay Street, 12th Fl., South Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2542676	KODIAK	
Registration Number:	3836822	LYTRON	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	09/20/2019		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2019, is made by Lytron Incorporated (the “**Grantor**”), in favor of Royal Bank of Canada, in its capacity as collateral agent for the Secured Parties under the Security Agreement referred to below (the “**Second Lien Agent**”).

WHEREAS, the Grantor has been made party to that certain Second Lien Pledge and Security Agreement dated as of September 6, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”, capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement), among the Grantor, the Second Lien Agent and certain other parties thereto.

WHEREAS, pursuant to the Security Agreement, in order to secure payments of certain Secured Obligations (as defined in the Second Lien Credit Agreement), the Grantor has assigned, pledged and granted to the Second Lien Agent a continuing security interest in and to all of its Trademarks and Trademark applications, including, without limitation, the Trademarks and Trademark applications listed on Schedule I hereto, in each case solely, to the extent the same constitute Collateral (the “**Trademarks**”). Until the Termination Date (as defined in the Second Lien Credit Agreement), the Second Lien Agent shall retain its security interest in the Trademarks granted herein and in the Security Agreement and any lien granted on any property granted hereunder shall automatically be released in accordance with Section 7.12 of the Security Agreement.

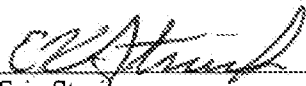
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grants the Second Lien Agent a lien on and security interest in, all of its right, title and interest in, to and under the Trademarks.

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantor does not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement). Additionally, unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

[Signature Pages Follow]

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

LYTRON INCORPORATED, as Grantor

By: 
Name: Eric Struik
Title: Senior Vice President, Chief Financial
Officer and Secretary

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006750 FRAME: 0383

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA,
as Second Lien Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006750 FRAME: 0384

**Schedule I
Trademarks**

U.S. Trademarks and Applications

Title	Reg. No.	Current Owner
KODIAK	2542676	Lytron Incorporated
LYTRON	3836822	Lytron, Incorporated