

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547715

|   |                                     |                       |                    |
|---|-------------------------------------|-----------------------|--------------------|
| <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> |
| EXAL CORPORATION  |                                     | 10/31/2019            | Corporation: OHIO  |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |                    |
| <b>Name:</b>  | CITIBANK, N.A., LONDON BRANCH       |                       |                    |
| <b>Street Address:</b>  | 388 GREENWICH STREET                |                       |                    |
| <b>City:</b>  | NEW YORK                            |                       |                    |
| <b>State/Country:</b>   | NEW YORK                            |                       |                    |
| <b>Postal Code:</b>   | 10013                               |                       |                    |
| <b>Entity Type:</b>   | NATIONAL ASSOCIATION: UNITED STATES |                       |                    |
| <b>PROPERTY NUMBERS Total: 7</b>  |                                     |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 5742799                             |                       |                    |
| <b>Registration Number:</b>   | 5742801                             |                       |                    |
| <b>Registration Number:</b>   | 1919231                             |                       |                    |
| <b>Registration Number:</b>   | 5737756                             | EXAL                  |                    |
| <b>Registration Number:</b>   | 5737758                             | EXAL                  |                    |
| <b>Registration Number:</b>   | 4000776                             | EXAL                  |                    |
| <b>Serial Number:</b>   | 88479451                            | TRIVIUM               |                    |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |                    |
| <b>Fax Number:</b>  | 6508385109                          |                       |                    |
| <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>   | 650-838-3743                        |                       |                    |
| <b>Email:</b>   | jlik@shearman.com                   |                       |                    |
| <b>Correspondent Name:</b>  | SOPHIE ZANDER                       |                       |                    |
| <b>Address Line 1:</b>  | 599 Lexington Avenue                |                       |                    |
| <b>Address Line 2:</b>  | Shearman & Sterling LLP             |                       |                    |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022            |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 38924/4                             |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | SOPHIE ZANDER                       |                       |                    |
| <b>SIGNATURE:</b>   | /SOPHIE ZANDER/                     |                       |                    |

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|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 11/01/2019 |
|---------------------|------------|

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 31, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by Exal Corporation (the “Grantor”), in favor of Citibank, N.A., London Branch, in its capacity as Fixed Asset Security Agent for the Fixed Asset Creditors pursuant to the Intercreditor Agreement (in such capacity, the “Fixed Asset Security Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 31, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Fixed Asset Security Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Fixed Asset Security Agent, for the benefit of the Fixed Asset Creditors, to enter into the Fixed Asset Documents, the Grantor hereby agrees with the Fixed Asset Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or in the Intercreditor Agreement and used herein have the meaning given to them in the Security Agreement or in the Intercreditor Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Fixed Asset Security Agent for the benefit of the Fixed Asset Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Property) of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein); and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Fixed Asset Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Fixed Asset Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement,

subject to Section 8, the provisions of the Security Agreement shall control unless the Fixed Asset Security Agent shall otherwise determine.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. Upon (a) the Fixed Asset Discharge Date and/or (b) the release of the Grantor from its obligations under the Security Agreement in accordance with the terms of the applicable Fixed Asset Documents and the Intercreditor Agreement, this Trademark Security Agreement shall terminate. Following such termination, the Fixed Asset Security Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds thereof under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

**SECTION 8. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY REQUIREMENT OF LAW, THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR DISPUTE OF ANY KIND RELATING IN ANY WAY TO THIS TRADEMARK SECURITY AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY, AND FOR ANY COUNTERCLAIM THEREIN.**

SECTION 9. Intercreditor Agreement.

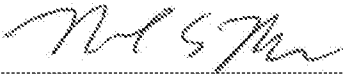
Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Fixed Asset Security Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement or the Security Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Page Follows]

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

Very truly yours,

EXAL CORPORATION

By: .....

Name: Michael Mapes

Title: Authorized Signatory

[Signature page to U.S. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006785 FRAME: 0603**

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ACCEPTED AND AGREED:  
CITIBANK, N.A., LONDON BRANCH  
as Fixed Asset Security Agent

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

Name:

Title:

Stuart Sullivan  
Vice President

[Signature Page to U.S. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006785 FRAME: 0604**

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**Trademark Registrations:**

| Trademark | Country        | Reg. No. / Date             | App. No. / Filed                     | Owner            | Status     |
|-----------|----------------|-----------------------------|--------------------------------------|------------------|------------|
| EXAL      | Argentina      | 2476941<br>17-NOV-2011      | 3043115<br>02-NOV-2010               | Exal Corporation | Registered |
| EXAL      | Argentina      | 2476940<br>17-NOV-2011      | 3043114<br>02-NOV-2010               | Exal Corporation | Registered |
| EXAL      | Canada         | TMA863445<br>23-OCT-2013    | 1502054<br>01-NOV-2010               | Exal Corporation | Registered |
| EXAL      | China          | 8805171<br>21-NOV-2011      | 8805171<br>03-NOV-2010               | Exal Corporation | Registered |
| EXAL      | China          | 8805170<br>21-NOV-2011      | 8805170<br>03-NOV-2010               | Exal Corporation | Registered |
| EXAL      | EU trade marks | 9483033<br>20-MAY-2011      | 9483033<br>29-OCT-2010               | Exal Corporation | Registered |
| EXAL      | Indonesia      | IDM000352844<br>12-APR-2012 | D002010039235<br>23-NOV-2010         | Exal Corporation | Registered |
| EXAL      | Mexico         | 1215388<br>03-MAY-2011      | 1131563<br>(1131563T)<br>03-NOV-2010 | Exal Corporation | Registered |

| Trademark          | Country       | Reg. No. / Date        | App. No. / Filed           | Owner            | Status     |
|--------------------|---------------|------------------------|----------------------------|------------------|------------|
| <i>Design Only</i> | United States | 5742799<br>07-MAY-2019 | 87830968<br>12-MAR-2018    | Exal Corporation | Registered |
| <i>Design Only</i> | United States | 5742801<br>07-MAY-2019 | 87830981<br>12-MAR-2018    | Exal Corporation | Registered |
| <i>Design Only</i> | United States | 1919231<br>19-SEP-1995 | 74478637<br>12-JAN-1994    | Exal Corporation | Registered |
| EXAL               | United States | 5737756<br>30-APR-2019 | 87829727<br>12-MAR-2018    | Exal Corporation | Registered |
| EXAL               | United States | 5737758<br>30-APR-2019 | 87829816<br>12-MAR-2018    | Exal Corporation | Registered |
| EXAL               | United States | 4000776<br>26-JUL-2011 | 85028965<br>03-MAY-2010    | Exal Corporation | Registered |
| EXAL               | Venezuela     | S052187<br>19-OCT-2012 | 2010-018991<br>03-NOV-2010 | Exal Corporation | Registered |
| EXAL               | Venezuela     | P312508<br>10-NOV-2011 | 2010-018990<br>03-NOV-2010 | Exal Corporation | Registered |

**Trademark Applications:**

| Trademark | Country | Reg. No. / Date | App. No. / Filed         | Owner            | Status  |
|-----------|---------|-----------------|--------------------------|------------------|---------|
| TRIVIUM   | Brazil  | N/A             | 917712374<br>11-JUL-2019 | Exal Corporation | Pending |
| TRIVIUM   | Brazil  | N/A             | 917712293<br>11-JUL-2019 | Exal Corporation | Pending |



| Trademark            | Country                | Reg. No. / Date | App. No. / Filed        | Owner            | Status  |
|----------------------|------------------------|-----------------|-------------------------|------------------|---------|
| TRIVIUM              | United States          | N/A             | 88479451<br>19-JUN-2019 | Exal Corporation | Pending |
| TRIVIUM <sup>1</sup> | International Register | N/A             | 88479451                | Exal Corporation | Pending |

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<sup>1</sup> Provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and for so long as, creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein.