# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Smith Cooper International, Inc. | | 10/17/2012 | CORPORATION: CALIFORNIA |

## RECEIVING PARTY DATA

| | |
|---|---|
| Name: | NXT Capital, LLC, as Agent |
| Street Address: | 191 North Wacker Drive |
| Internal Address: | Suite 1200 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

## PROPERTY NUMBERS Total: 4

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3830248 | 4X4 |
| Registration Number: | 3099198 | COOPLET |
| Registration Number: | 2026858 | SMITH-COOPER INTERNATIONAL |
| Registration Number: | 2028625 | SCI |

CH $115.00 3830248

## CORRESPONDENCE DATA

Fax Number: 3125774688

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 342663-00034 |

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|---|---|
| NAME OF SUBMITTER: | Carole Dobbins |
| Signature: | /Carole Dobbins/ |
| Date: | 10/17/2012 |

Total Attachments: 4
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# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 17th day of October, 2012, by Smith Cooper International, Inc., a California corporation ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

## WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of October 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 17, 2012, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SMITH COOPER INTERNATIONAL, INC.

By: _____
Name: Julianne Marley
Title: Vice President

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: _____
Name: Scott Gast
Title: Managing Director

## SCHEDULE 1

### Trademark Registrations

| Trademark | Registration Number | Registration Date | Jurisdiction |
|---|---|---|---|
| 4X4 | 3830248 | 8/10/10 | U.S. |
| COOPLET | 3099198 | 5/30/06 | U.S. |
| SMITH-COOPER INTERNATIONAL | 2026858 | 12/31/96 | U.S. |
| SCI | 2028625 | 1/7/97 | U.S. |

### Trademark Applications

| Trademark | Application Number | Application Date | Jurisdiction |
|---|---|---|---|
| None. | | | |