

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322319

<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>
NFA Corp.		11/05/2014	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, National Banking Association		
<b>Street Address:</b>	One International Place		
<b>Internal Address:</b>	42nd Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1864302	TUNNEL TIE	
<b>Registration Number:</b>	0757826	HOPE	
<b>Registration Number:</b>	2614771	HOPE GLOBAL	
<b>Registration Number:</b>	1628324	FORM A GRIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>	(216) 586-7021		
<b>Email:</b>	dpuljic@jonesday.com		
<b>Correspondent Name:</b>	Daniel Puljic / JONES DAY		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	080461-625025 (DAN)		
<b>NAME OF SUBMITTER:</b>	Daniel Puljic		
<b>SIGNATURE:</b>	/Daniel Puljic/		
<b>DATE SIGNED:</b>	11/05/2014		

CH \$115.00 1864302

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT  
(NFA CORP.)

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 5, 2014, is made between NFA CORP., a Massachusetts corporation (the "Grantor"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (together with its successor(s), the "Lender").

WITNESSETH:

WHEREAS, the Grantor and the Lender are parties to the Credit Agreement, dated as of November 5, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Pledge and Security Agreement, dated as of November 5, 2014 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lender to make Loans and other extensions of credit pursuant to the Credit Agreement, the Grantor agrees, for the benefit of Lender, as follows:

Section 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 in the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, grants and transfers to the Lender a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and

Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, “Trademark Collateral” shall not include (i) any “intent-to-use” Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

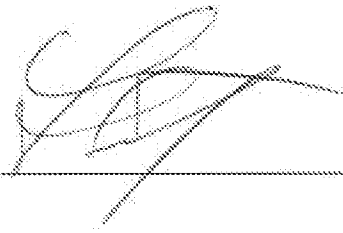
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NFA CORP.

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

Name: Lee S. Casty

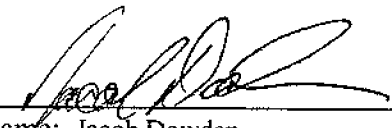
Title: President

A handwritten signature in black ink, appearing to read 'Lee S. Casty', is written over a horizontal dotted line. The signature is stylized and cursive.

*[ Signature Page to Trademark Security Agreement ]*

**TRADEMARK**  
**REEL: 005395 FRAME: 0168**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION

By:  \_\_\_\_\_  
Name: Jacob Dowden  
Title: Senior Vice President

[ *Signature Page to Trademark Security Agreement* ]

**TRADEMARK**  
**REEL: 005395 FRAME: 0169**

SCHEDULE I  
to Trademark Security Agreement

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	TUNNEL TIE	1,864,302	11/22/1994
United States	HOPE	757,826	10/1/1963
United States	HOPE GLOBAL	2,614,771	9/3/2002
United States	FORM A GRIP	1,628,324	12/18/1990
Canada	HOPE (stylized)	TMA519331	11/10/1999
European Union	HOPE GLOBAL	2,425,247	12/17/2003