

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

SILICON 360, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: DE

Execution Date(s) October 31, 2014

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes

Name: ALLY BANK  No

Internal Address:

Street Address: 1185 Avenue of the Americas, 2<sup>nd</sup> Floor

City: New York

State: NY

Country: USA

Zip: 10036

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other \_\_\_ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Security Interest in Trademarks
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 0974  
Expiration Date 3117

b. Deposit Account Number  
Authorized User Name:

9. Signature:

Signature

Joanne BL Arnold  
Name of Person Signing

November 4, 2014

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$165.00 86081817

**SCHEDULE A**  
to  
**GRANT OF SECURITY INTEREST IN TRADEMARKS**

Mark Application/Mark Registration	Country	Serial No.	Registration No.	Registered Owner
CED	U.S.	86,081,817		Silicon 360, LLC
HYPER-TEMP	U.S.	86,081,824		Silicon 360, LLC
SI360	U.S.		4,477,399	Silicon 360, LLC
SILICON360	U.S.		4,480,348	Silicon 360, LLC
SILICON360	U.S.		4,474,260	Silicon 360, LLC
SI360	U.S.		4,474,185	Silicon 360, LLC

## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 31, 2014, by SILICON 360, LLC, a Delaware limited liability company ("*Grantor*"), in favor of ALLY BANK, a Utah state bank, as agent ("*Agent*").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 6, 2012, by and among Grantor, the other Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Loan Agreement*"), the Lenders have agreed to make Loans and to extend Letters of Credit for the benefit of Grantor and the other Loan Parties; and

WHEREAS, as security for the Loan Parties' obligations under the Loan Agreement, pursuant to the terms of the Loan Agreement, Grantor granted to Agent, for the benefit of Agent and the Lenders, a continuing first priority security interest in, lien on, and right of set-off against all Trademarks (as defined in the Loan Agreement) of Grantor, whether now owned or existing or hereafter acquired or arising.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter arising right, title and interest in and to all registered Trademarks referred to on Schedule A hereto (the "*Registered Trademarks*").
3. **LOAN AGREEMENT.** The security interests granted pursuant hereto are one and the same as those granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Registered Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. **COUNTERPARTS.** This Grant of Security Interest in Trademarks may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument.
5. **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH,

THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD  
TO CONFLICTS OF LAWS PRINCIPLES (BUT INCLUDING AND GIVING  
EFFECT TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL  
OBLIGATIONS LAW).

[Signature page follows]

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

SILICON 360, LLC

By: Ted W. Beneski  
Title: Ted W. Beneski  
Vice Chairman

By: Eliot Kerlin  
Title: Eliot Kerlin  
Executive Director

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,  
as Agent

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

Grant of Security Interest in  
Trademarks - 360

TRADEMARK  
REEL: 005402 FRAME: 0383

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

**SILICON 360, LLC**

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

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

ACCEPTED AND ACKNOWLEDGED BY:

**ALLY BANK,**  
as Agent

By: Joseph [Signature]  
Title: Senior Director  
ALLY Corporate Finance

ACKNOWLEDGMENT OF GRANTOR

STATE OF TEXAS )  
 ) ss.:  
COUNTY OF TARRANT )

On this 29 day of SEPTEMBER, 2014, before me personally came TED W. BENESKI and ELIOT KARLIN, to me known, who being duly sworn, did depose and say, that s/he is the VICE CHAIRMAN and ELECTIVE DIRECTOR respectively, of SILICON 360, LLC, a Delaware limited liability company, the entity described in and which executed the foregoing instrument; and that s/he signed his/her name thereto, respectively, by order of the Managers of said entity.



*Tiffany Perez*  
Notary Public

Grant of Security Interest in  
Trademarks - 360