

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
United Initiators, Inc.		07/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited		
Street Address:	Level 27, 8 Canada Square		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	75329636	BENOX	
Serial Number:	75537238	MEC	
Serial Number:	77880706	NOROX	
Serial Number:	77881867	PULCAT	
Serial Number:	77881863	SUPEROX	
Serial Number:	77859144	SYRGIS	
Serial Number:	78704611	ANDONOX	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	711577		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		

CH \$190.00 75329636

DATE SIGNED:	07/17/2015
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Total Attachments: 5

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Grant of Security Interest
in United States Patents and Trademarks

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of July 9, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entity identified as grantor on the signature pages hereto (the "**Grantor**") in favor of HSBC CORPORATE TRUSTEE COMPANY (UK) LIMITED, as Security Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Security Agent**").

WHEREAS, the Grantor is party to a Security Agreement dated as of July 9, 2015 (the "**Security Agreement**") between the Grantor and the other grantors party thereto and the Security Agent pursuant to which the Grantor granted a security interest to the Security Agent in the Patent and Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

SECTION. 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

The Grantor hereby grants to the Security Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of the following items or types of property, other than to the extent constituting an Excluded Asset, being herein collectively referred to as the "Patent and Trademark Collateral"):

- (i) each United States patent and patent application which constitutes Material Intellectual Property, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each Patent License which constitutes Material Intellectual Property, including each Patent License listed on Schedule A hereto;
- (iii) each United States trademark, trademark registration and trademark application which constitutes Material Intellectual Property, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- (iv) each Trademark License which constitutes Material Intellectual Property, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (v) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent which constitutes Material Intellectual Property, or past, present or future infringement or dilution of any Trademark or Trademark registration which constitutes Material Intellectual Property, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark

licensed under any Patent License or Trademark License which constitutes Material Intellectual Property, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Security Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Patent and Trademark Collateral 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Termination

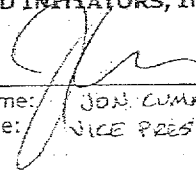
Upon the occurrence of the Discharge Date and termination of the Security Agreement, the Security Agent shall execute, acknowledge and deliver to the Grantor and instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent and Trademark Collateral under this Agreement.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 9th
day of July, 2015.

UNITED INITIATORS, INC., as Grantor

By: 
Name: JON CUMMINS
Title: VICE PRESIDENT

HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED, as Security Agent, as Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 9
day of July, 2015.

UNITED INITIATORS, INC., as Grantor

By: _____
Name:
Title:

HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED, as Security Agent, as Grantee

By: _____
Name:
Title:

Leticia W. [unclear]
Director

SCHEDULE A

TRADEMARKS

Registration No.	Country	Issue Date	Mark
994383	USA	28.01.2009	UNITED INITIATORS
997079	USA	28.01.2009	UNITED INITIATORS
78704611	USA	01.08.2006	ANDONOX
75329636	USA	11.01.2000	BENOX
75537238	USA	02.11.1999	MEC
77880706	USA	28.12.2010	NOROX
77881867	USA	28.09.2010	PULCAT
77881863	USA	21.09.2010	SUPEROX
77859144	USA	21.09.2010	SYRGIS