

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Process Displays LLC		12/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn Street, 22nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4134308	R RED CHARIOT	
Registration Number:	4134307	RED CHARIOT	
Registration Number:	3984767	PD SOLID	
Registration Number:	3992730	PD TEMPO	
Registration Number:	3988977	DO MORE INSTORE	
Registration Number:	3992717	PD TEMPO	
Registration Number:	3992716	PD SOLID	
Registration Number:	3981076	PD DO MORE INSTORE	
Registration Number:	3981075	PD	
Serial Number:	86732492	PD ALPHA	
Serial Number:	86733001	NEO	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		

OP \$290.00 4134308

Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1075.263

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 01/04/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of December 28, 2015 by PROCESS DISPLAYS LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as administrative agent ("Administrative Agent").

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, the other Loan Parties party thereto, the lenders party thereto (the "Lenders") and Administrative Agent (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Pledge and Security Agreement dated as of the date hereof (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to Administrative Agent, among other things, a continuing security interest in certain of the Grantor's assets, including, without limitation, the Trademark Collateral (as defined below).

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. 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. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Administrative Agent and grants to Administrative Agent, for its own benefit and for the benefit of the Lenders, a Lien on and security interest in, all of the Grantor's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"): (a) all United States trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including without limitation those set forth on Schedule A attached hereto, and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and

future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided that, notwithstanding any other provision set forth herein, this Agreement shall not, at any time, constitute a grant of a security interest in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, however, that, after such period, the Grantor acknowledges that such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral.

3. Cumulative Remedies. All of the rights and remedies of Administrative Agent and the Lenders under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

4. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Administrative Agent and its successors and assigns.

5. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[signature pages follow]

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

GRANTOR:

PROCESS DISPLAYS LLC

By: 
Name: Peter Strommen
Title: President

AGREED AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____
Name: John Perry
Title: Authorized officer

SCHEDULE A**TRADEMARKS**

GRANTOR	MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
Process Displays LLC	R RED CHARIOT (Logo)	Registered	85308649	4134308	5/1/2012
Process Displays LLC	RED CHARIOT (Words)	Registered	85308604	4134307	5/1/2012
Process Displays LLC	PD SOLID (Words)	Registered	85156111	3984767	6/28/2011
Process Displays LLC	PD TEMPO (Words)	Registered	85156093	3992730	7/12/2011
Process Displays LLC	DO MORE INSTORE (Words)	Registered	85156076	3988977	7/5/2011
Process Displays LLC	PD TEMPO (Logo)	Registered	85154169	3992717	7/12/2011
Process Displays LLC	PD SOLID (Logo)	Registered	85154163	3992716	7/12/2011
Process Displays LLC	PD DO MORE INSTORE (Logo)	Registered	85154146	3981076	6/21/2011
Process Displays LLC	PD (Logo)	Registered	85154123	3981075	6/21/2011

TRADEMARK APPLICATIONS

GRANTOR	MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
Process Displays LLC	PD ALPHA (Logo)	Pending – 8/21/2015	86732492	N/A	8/21/2015
Process Displays LLC	NEO (Logo)	Pending – 8/21/2015	86733001	N/A	8/21/2015