

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MATRIX DESIGN GROUP, LLC		01/27/2017	Limited Liability Company: DELAWARE
WHITE OAK RESOURCES LLC		01/27/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	1111 FANNIN, 8TH FLOOR
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4005840	CORESTATE PROTECTION
Registration Number:	4289137	GET BACK TO MINING COAL
Registration Number:	4707916	INTELLIVIEW
Registration Number:	4462338	INTELLIZONE
Registration Number:	4413152	M MATRIX
Registration Number:	4390618	M MATRIX ENGINEERING SAFETY ADVANCING AU
Registration Number:	3463297	MDG METS
Registration Number:	4398736	MX3
Registration Number:	4527845	WHITE OAK RESOURCES
Registration Number:	4527846	WHITE OAK RESOURCES LLC

CORRESPONDENCE DATA

Fax Number: 6508385109

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.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARC ELZWEIG

CH \$265.00 4005840

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 1476/261

NAME OF SUBMITTER: MARC ELZWEIG

SIGNATURE: /MARC ELZWEIG/

DATE SIGNED: 01/30/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 27th day of January, 2017 among the Grantors listed on the signature pages hereof (“Grantors” and each, a “Grantor”), and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), in its capacity as Collateral Agent for the benefit of the Secured Parties (together with its permitted successors and assigns, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Pledge and Security Agreement, dated as of January 27, 2017 among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in such Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor’s rights corresponding thereto throughout the world, and (vi) all of each Grantor’s rights corresponding thereto throughout the world; and

(b) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY FOR OBLIGATIONS.** The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration after the date hereof as required by the Security Agreement. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Collateral Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

9. INTERCREDITOR AGREEMENT. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to, and governed by, the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

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

MATRIX DESIGN GROUP, LLC

By: Cory P. Marshall
Name: Cory P. Marshall
Title: Vice President - Corporate Finance & Treasurer

WHITE OAK RESOURCES LLC

By: Cory P. Marshall
Name: Cory P. Marshall
Title: Vice President - Corporate Finance & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

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

By: Peter S. Fredun
Name: Peter S. Fredun
Title: Executive Director

Trademark Security Agreement

TRADEMARK
REEL: 005976 FRAME: 0073

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Trademark	Reg. No. / Date	App. No. / Filed
Matrix Design Group, LLC	Australia	INTELLIVIEW	1229537 11-AUG-2014	N/A
Matrix Design Group, LLC	Australia	INTELLIZONE	1164221 30-MAY-2013	N/A
Matrix Design Group, LLC	Australia	M MATRIX	1166867 04-JUN-2013	N/A
Matrix Design Group, LLC	Canada	INTELLIVIEW	TMA943586 18-JUL-2016	1689092 11-AUG-2014
Matrix Design Group, LLC	Canada	INTELLIZONE	TMA940385 09-JUN-2016	1630260 10-JUN-2013
Matrix Design Group, LLC	Canada	M MATRIX & DESIGN	TMA940386 09-JUN-2016	1630262 10-JUN-2013
Matrix Design Group, LLC	China	INTELLIVIEW	1229537 11-AUG-2014	N/A
Matrix Design Group, LLC	China	INTELLIZONE	1164221 30-MAY-2013	N/A
Matrix Design Group, LLC	China	M MATRIX	1166867 04-JUN-2013	N/A
Matrix Design Group, LLC	International Register	INTELLIVIEW	1229537 11-AUG-2014	N/A
Matrix Design Group, LLC	International Register	INTELLIZONE	1164221 30-MAY-2013	N/A
Matrix Design Group, LLC	International Register	M MATRIX	1166867 04-JUN-2013	N/A
Matrix Design Group, LLC	South Africa	INTELLIVIEW	N/A	2014/21271 12-AUG-2014
Matrix Design Group, LLC	South Africa	INTELLIZONE	N/A	2013/15180 07-JUN-2013
Matrix Design Group, LLC	South Africa	M MATRIX	N/A	2013/15179 07-JUN-2013
Matrix Design Group, LLC	South Africa	M MATRIX	N/A	2013/15178 07-JUN-2013
White Oak Resources, LLC	United States	CORESTATE PROTECTION	4005840 02-AUG-2011	85207059 29-DEC-2010
Matrix Design Group, LLC	United States	GET BACK TO MINING COAL	4289137 12-FEB-2013	85685056 24-JUL-2012
Matrix Design Group, LLC	United States	INTELLIVIEW	4707916 24-MAR-2015	86358763 06-AUG-2014
Matrix Design Group, LLC	United States	INTELLIZONE	4462338 07-JAN-2014	85940820 23-MAY-2013
Matrix Design Group, LLC	United States	M MATRIX	4413152 08-OCT-2013	85685012 24-JUL-2012
Matrix Design Group, LLC	United States	M MATRIX ENGINEERING SAFETY ADVANCING AUTOMATION	4390618 27-AUG-2013	85660511 25-JUN-2012
Matrix Design Group, LLC	United States	MDG METS	3463297 08-JUL-2008	77109262 16-FEB-2007
Matrix Design Group, LLC	United States	MX3	4398736 10-SEP-2013	85687927 26-JUL-2012

Grantor	Country	Trademark	Reg. No. / Date	App. No. / Filed
White Oak Resources, LLC	United States	WHITE OAK RESOURCES	4527845 13-MAY-2014	85824663 16-JAN-2013
White Oak Resources, LLC	United States	WHITE OAK RESOURCES LLC	4527846 13-MAY-2014	85824670 16-JAN-2013

Trademark Security Agreement

RECORDED: 01/30/2017

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