

900476432 12/04/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500621

| | | | |
|-----------------------------------|---|-------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Quadion LLC | | 11/13/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | KKR LOAN ADMINISTRATION SERVICES LLC, as collateral agent | | |
| Street Address: | 9 West 57th Street, 41st Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Corporation: NEW YORK LLC: DELAWARE | | |
| PROPERTY NUMBERS Total: 33 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0912727 | | |
| Registration Number: | 0908920 | | |
| Registration Number: | 0926775 | | |
| Registration Number: | 0891582 | | |
| Registration Number: | 3076149 | GLOBAL EXPRESS | |
| Registration Number: | 1483056 | MINNESOTA RUBBER | |
| Registration Number: | 1686048 | Q MINNESOTA RUBBER | |
| Registration Number: | 3500940 | Q MINNESOTA RUBBER & PLASTICS | |
| Registration Number: | 0581372 | QUAD | |
| Registration Number: | 0916632 | QUAD | |
| Registration Number: | 0916740 | QUAD | |
| Registration Number: | 0956442 | QUAD | |
| Registration Number: | 0915638 | QUAD | |
| Registration Number: | 0917508 | QUAD | |
| Registration Number: | 0921586 | QUAD | |
| Registration Number: | 0917636 | QUAD | |
| Registration Number: | 0915052 | QUAD | |
| Registration Number: | 0916121 | QUAD | |
| Registration Number: | 0958592 | QUAD | |

CH \$840.00 0912727

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 0922820 | QUAD |
| Registration Number: | 0898382 | QUAD |
| Registration Number: | 0951358 | QUAD |
| Registration Number: | 1383365 | QUADION |
| Registration Number: | 1382686 | QUADION |
| Registration Number: | 0645116 | QUAD-RING |
| Registration Number: | 1382685 | Q |
| Registration Number: | 1383364 | Q |
| Registration Number: | 4931311 | QUNITON |
| Registration Number: | 4931313 | QUNITON |
| Registration Number: | 4931315 | QUNITON |
| Registration Number: | 4985271 | QMONIX |
| Registration Number: | 5070174 | QUTOPLEX |
| Registration Number: | 5070175 | QULTIMAX |

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 30702.00104

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/04/2018

Total Attachments: 5

source=2.P.c. Project Kestrel - IP Security Agreement (Trademarks) [Executed]#page1.tif

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of November 13, 2018, is made by Quadion LLC, a Delaware limited liability company (the “Grantor”), in favor of KKR LOAN ADMINISTRATION SERVICES LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of November 13, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among KESTREL TOPCO, LLC, a newly organized entity under the laws of Delaware (“Holdings”), KESTREL PARENT, LLC, a newly organized entity under the laws of Delaware and a Wholly-Owned Subsidiary of Holdings (the “Borrower”), the several lenders from time to time parties thereto and KKR LOAN ADMINISTRATION SERVICES LLC, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the First Lien Security Agreement, dated as of November 13, 2018 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders, the Swingline Lender and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks

will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

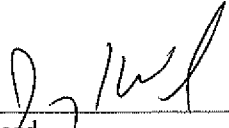
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

QUADION LLC,
as the Grantor

By: 
Name: Jay Ward
Title: Chief Executive Officer

KKR LOAN ADMINISTRATION SERVICES
LLC,
as the Collateral Agent

By: 

Name: John Knox
Title: Chief Financial Officer

By:

Name: _____
Title: _____

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

| OWNER | APPLICATION NUMBER | REGISTRATION NUMBER | TRADEMARK |
|-------------|-----------------------|------------------------|--|
| Quadion LLC | 72/358453 | 912727 | CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN |
| Quadion LLC | 72/358454 | 908920 | CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN |
| Quadion LLC | 72/358456 | 926775 | CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN |
| Quadion LLC | 72/294844 | 891582 | CROSS SECTION OF QUAD-RING AND O-RING - MISCELLANEOUS DESIGN |
| Quadion LLC | 78/550078 | 3076149 | GLOBAL EXPRESS |
| Quadion LLC | 73/633447 | 1483056 | MINNESOTA RUBBER |
| Quadion LLC | 74/138102 | 1686048 | Q MINNESOTA RUBBER & DESIGN OF Q |
| Quadion LLC | 77/257868 | 3500940 | Q MINNESOTA RUBBER & PLASTICS AND DESIGN OF Q |
| Quadion LLC | 71/644561 | 581372 | QUAD |
| Quadion LLC | 72/316112 | 916632 | QUAD |
| Quadion LLC | 72/326403 | 916740 | QUAD |
| Quadion LLC | 72/326397 | 956442 | QUAD |
| Quadion LLC | 72/326399 | 915638 | QUAD |
| Quadion LLC | 72/326401 | 917508 | QUAD |
| Quadion LLC | 72/326400 | 921586 | QUAD |
| Quadion LLC | 72/326404 | 917636 | QUAD |
| Quadion LLC | 72/326406 | 915052 | QUAD |
| Quadion LLC | 72/326398 | 916121 | QUAD |
| Quadion LLC | 72/326405 | 958592 | QUAD |
| Quadion LLC | 72/351504 | 922820 | QUAD |
| Quadion LLC | 72/326407 | 898382 | QUAD |
| Quadion LLC | 72/326402 | 951358 | QUAD |
| Quadion LLC | 73/537894 | 1383365 | QUADION |
| Quadion LLC | 73/522351 | 1382686 | QUADION |
| Quadion LLC | 72/015480 | 645116 | QUAD-RING |
| Quadion LLC | 73/522350 | 1382685 | STYLIZED Q |
| Quadion LLC | 73/537892 | 1383364 | STYLIZED Q |
| Quadion LLC | 86/666099 | 4931311 | QUNITON |
| Quadion LLC | 86/666159 | 4931313 | QUNITON w/Stylized Q |
| Quadion LLC | 86/666180 | 4931315 | Q QUNITON w/Reflection |
| Quadion LLC | 86/705947 | 4985271 | QMONIX |
| Quadion LLC | 86/883234 | 5070174 | QUTOPLEX |
| Quadion LLC | 86/883249 | 5070175 | QULTIMAX |