

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4861622

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
COMMAND ALKON DUTCH HOLDINGS B.V.	10/09/2017
COMMAND ALKON DUTCH TECH B.V.	10/09/2017
COMMAND ALKON INTERNATIONAL HOLDINGS B.V.	10/09/2017
RECEIVING PARTY DATA	
Name:	ARES CAPITAL CORPORATION
Street Address:	3344 PEACHTREE ROAD, NE
Internal Address:	SUITE 1950
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29344973
CORRESPONDENCE DATA	
Fax Number:	
<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>	
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Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP
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ATTORNEY DOCKET NUMBER:	56106357-2US
NAME OF SUBMITTER:	ALEXANDRE DAOUST
SIGNATURE:	/Alexandre Daoust/
DATE SIGNED:	03/12/2018
Total Attachments: 30	
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**NETHERLANDS PLEDGE AGREEMENT
(FIRST RANKING)**

dated October 9, 2017

in connection with the First Lien Credit Agreement for
Command Alkon Incorporated

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THIS AGREEMENT is dated October 9, 2017 and made among:

1. **THE ENTITIES** listed in Schedule 1 (*Pledgors*) as Pledgors (the "**Pledgors**" and each a "**Pledgor**"); and
2. **ARES CAPITAL CORPORATION**, as agent for the Lenders under the First Lien Credit Agreement, as pledgee (the "**Pledgee**").

WHEREAS

- (A) Reference is made to the First Lien Credit Agreement, dated as of September 1, 2017 by and among Command Alkon Dutch Holdings B.V. as parent, Command Alkon Holdings, Inc. as holdings, Command Alkon Incorporated as borrower, the lenders that are a signatory thereto as the lenders and Ares Capital Corporation as agent (the "**First Lien Credit Agreement**").
- (B) Each Guarantor, including each Pledgor, has or will have monetary payment obligations to the Lenders under or in connection with the First Lien Credit Agreement and the other Loan Documents.
- (C) To enable the Pledgee to hold security governed by the laws of the Netherlands for the benefit of the Lender, each Pledgor has undertaken to pay to the Pledgee, acting in its own name and not as agent or representative of the Lenders, amounts equal to the amounts owed by each Loan Party to all Lenders under the Loan Documents (each a Parallel Liability).
- (D) Each Pledgor wishes to create a pledge over its Collateral in favor of the Pledgee to secure payment of the Parallel Liabilities.
- (E) The Pledgee enters into this Agreement as Agent under the First Lien Credit Agreement and for the benefit of the Lenders, but not as representative of or trustee for the Lenders.

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalized terms and expressions have the meaning given to them in Schedule 2 (*Definitions*).

1.2 Construction and interpretation

- a. A reference to any asset, legal relationship or obligation shall, where the context so permits, be construed as a reference to any present or future asset, legal relationship or obligation.
- b. An Event of Default is "**continuing**" if it is continuing within the meaning of the First Lien Credit Agreement.
- c. A reference to the "**Pledgee**" or a "**Pledgor**" shall be construed to include its respective successors or permitted assigns.
- d. A reference to an agreement is a reference to such agreement as amended, restated, modified, revoked or rescinded from time to time.
- e. The word "**includes**" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions.
- f. The words "**dispose**", "**disposal**" and "**disposition**" include the creation of a pledge, mortgage or other in rem right or interest.
- g. The words used in this Agreement to describe legal concepts, although in English, refer to Netherlands legal concepts only and the interpretation of those words under the laws of any country other than the Netherlands is to be disregarded.

1.3 Loan Document

This Agreement is a Loan Document.

2 AGREEMENT AND CREATION OF PLEDGE

2.1 Agreement to pledge Collateral

Each Pledgor agrees to pledge to the Pledgee, on the terms of this Agreement, all Collateral owned by that Pledgor on the date of this Agreement or in the future.

2.2 Creation of pledge over Collateral

As security for the payment when due of the Secured Obligations, each Pledgor hereby pledges to the Pledgee, where applicable in advance, all its Collateral. The Pledgee hereby accepts such Pledge, where applicable in advance.

2.3 Supplemental Pledge Agreement

- a. As security for the payment when due of the Secured Obligations, each Pledgor will grant to the Pledgee by entering into a Supplemental Pledge Agreement, as the case may be in advance, a pledge over its Collateral, in each case to the extent not previously validly pledged under this Agreement or any Supplemental Pledge Agreement.
- b. Each Pledgor shall sign a Supplemental Pledge Agreement:
 - i. on any Relevant Date;
 - ii. promptly after the reasonable written request of the Pledgee to the applicable Pledgor; and
 - iii. after the occurrence of an Event of Default which is continuing, at such other intervals or times as the Pledgee in its sole discretion may deem appropriate,

The above obligation is without prejudice to the Pledgee's authority under Clause 11 (*Power of attorney*) to execute a Supplemental Pledge Agreement itself on behalf of any Pledgor at such intervals or times as it sees fit in accordance with Clause 11.

2.4 Registration - Netherlands tax authorities

- a. Upon the signing of this Agreement or any Supplemental Pledge Agreement, each Pledgor shall:
 - i. promptly submit this Agreement or such Supplemental Pledge Agreement for registration, in accordance with the 1970 Registration Act (*Registratiewet 1970*), with the office of the Netherlands tax authorities in Rotterdam and promptly provide the Pledgee with a copy of each request for such registration; and
 - ii. with respect to each such request, provide the Pledgee promptly with evidence that such registration has been completed.

- b. The above obligations are without prejudice to the Pledgee's power by law to effectuate such registration itself.

2.5 Registration – IP Registers

- a. Promptly upon the signing of this Agreement but in any case within 10 Business Days of the date of this Agreement and within 30 days after the signing of any Supplemental Pledge Agreement, each Pledgor shall:
 - i. file this Agreement or any applicable Supplemental Pledge Agreement with or in a relevant IP Register and promptly provide the Pledgee with a copy of each request for such filing; and
 - ii. with respect to each such request, provide the Pledgee promptly with evidence that such filing has been completed.
- b. The above obligations are without prejudice to the Pledgee's power by law to effectuate such filing itself.

2.6 Notification

- a. Immediately upon the signing of this Agreement or any Supplemental Pledge Agreement, each Pledgor shall to the extent applicable:
 - i. give Notification;
 - ii. provide the Pledgee with a copy of each Notification Document.
- b. Each Pledgor shall use its commercially reasonable efforts to provide the Pledgee with a copy of each Notification Document in relation to this Agreement or a Supplemental Pledge Agreement, countersigned by the relevant Debtor, if applicable.
- c. By signing this Agreement, any Pledgor that is a Group Company acknowledges and confirms that (i) it has received Notification of the Pledge over Intercompany Receivables owed by that Pledgor to any of the other Pledgors and (ii) it has not received a

notification of another right of pledge over Intercompany Receivables.

- d. Until notification of a Pledge in respect of a Receivable to the relevant Debtor thereof, and provided that this Agreement or the relevant Supplemental Pledge Agreement is registered with the Dutch tax authorities, that Pledge constitutes an undisclosed right of pledge (*stil pandrecht*) over that Receivable.

2.7 Parties' intent

- a. Each Pledgor confirms that each Pledge is intended to extend and shall extend to the amount of the Secured Obligations from time to time notwithstanding any amendment, variation, increase, extension, addition or other event (however fundamental) of or to any Loan Document and/or of or to any facility or amount made available under any Loan Document, including but not limited to any Additional Term Loan (as defined in the First Lien Credit Agreement) and notwithstanding any other event that may affect the Secured Obligations:
 - i. including any rescheduling of indebtedness under any facility, any accession of a party to or retirement of a party from any Loan Document, any deferral or redenomination of any amount owing under any Loan Document, any change in the purpose for which any facility or amount is made available, any addition of a new facility, any increase of the amount of a facility, or any increase in the margin, fee or commission or any other amount owing or accruing under any Loan Document; and
 - ii. irrespective of whether the purpose of that amendment, variation, increase, extension or addition or other event is to carry out business acquisitions of any nature, to increase working capital, to enable distributions to be made to shareholders, to carry out restructurings, to refinance existing facilities, to refinance any other indebtedness, to make facilities available to new borrowers, or any other purpose;

and shall likewise extend to any Lender Group Expenses incurred

in connection with any such amendment, variation, increase, extension, addition or other event.

- b. Each Pledgor and the Pledgee confirm and agree that, to the extent the Secured Obligations are transferred to each Pledgor by way of subrogation or otherwise, it is intended that the Pledges shall not secure the Secured Obligations so transferred and that a Pledgor shall have the benefit of the Pledges or any rights of the Pledgee under this Agreement.
- c. Each Pledgor and the Pledgee confirm and agree that if the Pledgee transfers its rights under the Parallel Liabilities to a successor agent (the “**New Agent**”) in accordance with the terms of the Loan Documents, it is intended that, to the extent possible under the laws of the Netherlands:
 - i. the New Agent will have the benefit of the Pledges and any rights of the Pledgee under this Agreement as if it were the original Pledgee;
 - ii. claims of the New Agent arising after the date of such transfer and falling within the definition of Secured Obligations will be secured by the Pledge;
 - iii. Collateral acquired by that Pledgor after the date of such transfer will be subject to the Pledge (and that Pledgor agrees and confirms that any Pledge created by that Pledgor in advance shall be deemed to have been created also for the benefit of such New Agent); and
 - iv. any power of attorney or waiver granted to the Pledgee under this Agreement will be deemed to have been created also for the benefit of such New Agent and can be enforced against that Pledgor by the New Agent.
- d. If, pursuant to a rule of private international law of any country, a law other than the law of the Netherlands would be applicable to the validity of the creation of a security interest in any of the Collateral, and the requirements for the creation of such a security interest under that other law have been satisfied, then the Parties intend for this Agreement or any Supplemental Pledge Agreement with respect to that Collateral to also create a security

interest under that other law.

3 REPRESENTATIONS AND WARRANTIES

Each Pledgor represents and warrants to the Pledgee that on the date of this Agreement or as applicable the date of a Supplemental Pledge Agreement, or on each date on which a representation in the First Lien Credit Agreement is repeated:

- a. it has title to its Collateral and full power to dispose of and encumber its Collateral;
- b. save for Permitted Liens, its Collateral is not subject to any limited right or other encumbrance;
- c. its Collateral is freely transferable, except as not prohibited under Section 6.17 of the First Lien Credit Agreement;
- d. as of the Closing Date, (x) it has no IP Rights consisting of patents and patent applications, trademark and service mark registrations and applications for registration thereof, domain names, copyrights and applications for registration thereof, other than those listed in Schedule 3 (IP Rights), and (y) it has no Insurance Policies, Hedge Counterparties or Group Companies other than those listed in Schedule 4 (*Receivables*);
- e. as of the Closing Date, it does not hold any Movables;
- f. no attachment has been levied on its Collateral, save for Permitted Liens;
- g. save for Permitted Liens, this Agreement creates, or with respect to Collateral to be acquired in the future will create, a valid first ranking pledge over its Collateral; and
- h. it has the power to enter into, perform and deliver, and has taken all necessary action to authorize its entry into and performance of this Agreement and all the transactions contemplated by this Agreement and to create each Pledge.

4 UNDERTAKINGS

4.1 Information

Promptly after receipt by Pledgor of Pledgee's reasonable written request and in such form as the Pledgee reasonably may designate, and subject to Section 5.12(b) of the First Lien Credit Agreement, each Pledgor shall provide all information, evidence and documents relating to its Collateral which the Pledgee reasonably deems necessary to exercise its rights under this Agreement.

4.2 Inspection of Collateral and books and records

The Pledgee shall be granted access during regular business hours to the premises of each Pledgor to inspect that Pledgor's Collateral and that Pledgor's books and records relating to the Collateral, all subject to the limitations set out in Section 5.7. of the First Lien Credit Agreement (provided that any reference in that Section 5.7 to 'Borrower' shall be deemed to be a reference to 'Pledgor' for the purposes of this Clause 4.3).

4.3 Disposal and negative pledge

Except as not otherwise prohibited under the First Lien Credit Agreement, none of the Pledgors shall:

- a. use and sell, transfer, lend, lease or otherwise dispose of or grant a Licence or any other right in or to some or all of its Collateral whether or not in advance;
- b. create or permit to subsist, whether or not in advance, any limited right or other encumbrance on its Collateral or permit to subsist any attachment over its Collateral; or
- c. vary the term or extend, release, determine, rescind or grant time for payment in respect of its Collateral if that would have a material adverse effect on any Pledge.

4.4 Further assurances

Subject to the limitations of Section 5.12 of the First Lien Credit Agreement, after receipt by the applicable Pledgor of the Pledgee's reasonable written request, each Pledgor shall, at its own expense, provide any assurances to or for the benefit of the Pledgee and perform all acts that the Pledgee reasonably considers necessary for the creation or protection of a Pledge or to exercise or have the full benefit of its rights under or in connection with this Agreement (including the right to

enforce these rights).

4.5 Undertakings applicable to IP Rights

Section 5.17 of the First Lien Credit Agreement and Section 6 (g) of the First Lien Security Agreement are incorporated herein by reference mutatis mutandis as if fully set forth herein.

5 AUTHORITY TO COLLECT AND TO REQUIRE POSSESSION

5.1 Authority to collect Receivables

- a. Each Pledgor may collect its Receivables except to the extent otherwise expressly prohibited under the Loan Documents.
- b. Upon the occurrence and during the continuance of an Event of Default, the Pledgee may:
 - i. inform any Pledgor that it is no longer authorised to collect Receivables from Debtors who have been sent a Notification Document and notify, or instruct such Pledgor to notify, any or all of those Debtors to make all further payments into a bank account designated by the Pledgee;
 - ii. notify any Debtor that has not yet received a Notification Document of the Pledge and of the Pledgee's sole authority to collect the Receivables owed by that Debtor, and instruct that Debtor to make all further payments of Receivables into a bank account designated by the Pledgee.
- c. Following the exercise by the Pledgee of its rights under b.i. or b.ii., the relevant Pledgors may no longer collect the relevant Receivables and the Pledgee shall be solely authorized to collect such Receivables. The Pledgee's authority to collect Receivables includes the right or authority to demand, by legal proceedings or otherwise, payment by the Debtor of that Receivable and the Pledgee is hereby authorised to enter into compromises, settlements and other agreements with that Debtor, to grant a discharge in respect of a Receivable and to exercise all other rights of a Pledgor in connection with such Receivables

(including causing any or all of them to be due and payable). Each Pledgor hereby undertakes not to take any of the actions described in the previous sentence following the exercise by the Pledgee of its rights under b.i. or b.ii.

- d. Each Pledgor hereby waives in advance any right it may have under section 3:246(4) NCC.

5.2 Authority to require possession of Movables

Upon the occurrence and during the continuance of an Event of Default:

- a. the Pledgee shall have the right to enter upon any location where Movables are located and to require that the Movables be brought into its possession or the possession of a third party appointed by it for this purpose; and
- b. the Pledgee is authorised (but not obliged) to discharge any outstanding claims of any supplier of Movables to a Pledgor, and to enter into compromises, settlements and other agreements with such supplier on behalf and in the name of that Pledgor. Unless with the prior approval of the Pledgee, each Pledgor hereby undertakes not to take any of the actions described in the previous sentence (other than discharging any outstanding claims of any supplier in full) following the occurrence of an Event of Default which is continuing. Each Pledgor and the Pledgee hereby agree that in case of discharge of the claim of a supplier as a result of a payment by the Pledgee, the Pledgee will by operation of law acquire the claim of such supplier vis-à-vis the relevant Pledgor by way of subrogation (as referred to in section 6:150(d) NCC), and that the Pledgee will also secure the claim acquired from the supplier as a result of subrogation;

5.3 Authority to use IP Rights

Upon the occurrence and during the continuance of an Event of Default, the Pledgee is hereby granted a non-exclusive license or other right to use, without liability for royalties or any other charge, subject to sufficient and proper quality control by such Pledgee, each Pledgor's IP Rights, whether owned by a Pledgor or with respect of which a Pledgor has rights under license, sublicense, or other agreement, but only to the extent (i) such license, sublicense or agreement does not prohibit such use by the Pledgee and (ii) such Pledgor will not be in default under such license, sublicense, or other agreement as a result of such use by the

Pledgee, as it pertains to the Collateral, in preparing for sale, advertising for a sale and selling any Collateral, and each Pledgor's rights under all licenses and all franchise agreements shall inure to the benefit of the Pledgee.

6 ENFORCEMENT

6.1 Enforcement Event

- a. Upon the occurrence of an Enforcement Event, the Pledgee may, without any further notice of default or other notice being required:
 - i. sell any or all of the Collateral in accordance with applicable law and take recourse against the proceeds of sale;
 - ii. take recourse against the proceeds of Receivables collected pursuant to paragraph c. of Clause 5.1 (*Authority to collect Receivables*); and
 - iii. exercise any other right, remedy, power or discretion provided by law or this Agreement.
- b. Each Pledgor waives its right to file a request with the court under section 3:251(1) NCC to sell the Collateral in another manner than as provided for in section 3:250 NCC.
- c. The Pledgee shall not be obliged to notify any Pledgor of the sale or of how, where or when it will be or was conducted (as provided for in section 3:249(1) NCC and 3:252 NCC).
- d. The Pledgee is not obliged to first enforce any other security right created under or in connection with the Loan Documents.
- e. Each Pledgor hereby irrevocably and unconditionally waives any right it may have or acquire under sections 3:233, 3:234, 6:139 and 6:154 NCC.

7 APPLICATION OF PROCEEDS

Subject to mandatory provisions of Netherlands law, the Pledgee will pay any amount irrevocably received by it in payment of a Parallel Liability or pursuant to enforcement of one or more of the Pledges to the Agent for

distribution among the Secured Parties in accordance with the terms of the First Lien Credit Agreement.

8 CANCELLATION

8.1 Continuing security

- a. Each Pledge shall remain in full force and effect until all Secured Obligations have been irrevocably and unconditionally paid in full (within the meaning of such term as used in the First Lien Credit Agreement), unless terminated by the Pledgee pursuant to Clause 8.2 (*Cancellation by Pledgee*).
- b. In case a Pledge is terminated in accordance with Clause 8.1 above, the Pledgee shall at the request and expense of the relevant Pledgor provide evidence in writing to the relevant Pledgor to that effect.

8.2 Cancellation by Pledgee

The Pledgee is entitled to cancel (*opzeggen*) any Pledge and any contractual arrangements set out in this Agreement in whole or in part by notice in writing to the relevant Pledgor as provided for in section 3:81(2)(d) NCC. The Parties hereby agree that, upon the cancellation of the rights of pledge by notice pursuant to this Clause 8, the remaining contractual rights and obligations created under this Agreement will be terminated without any further actions being required other than the rights and obligations under Clause 9 (*Liability*), Clause 10 (*Costs*) and Clause 14 (*Governing law and jurisdiction*) which will remain in full force and effect.

9 LIABILITY

The Pledgee is not liable to any Pledgor for any loss or damage arising from any exercise of, or failure to exercise, its rights under this Agreement, except for gross negligence or wilful misconduct of the Pledgee, in either case as finally determined by a court of competent jurisdiction.

10 COSTS

The Pledgee may charge all Lender Group Expenses incurred by it in connection with this Agreement in accordance with the First Lien Credit Agreement.

11 POWER OF ATTORNEY

- a. Each Pledgor gives the Pledgee an irrevocable power of attorney,

with the right of substitution, to perform all acts, including acts of disposition, on behalf of that Pledgor which in the reasonable opinion of the Pledgee are necessary in order to:

- i. create any Pledge (including by executing a Supplemental Pledge Agreement as provided for in Clause 2.3 (*Supplemental Pledge Agreement*)); and/or
 - ii. after receipt by the applicable Pledgor of prior written notice from the Pledgee, perform any of that Pledgor's obligations under this Agreement and, after the occurrence and during the continuance of an Event of Default (it being understood that no notice shall be required), exercise any of that Pledgor's rights to and in connection with its Collateral.
- b. In acting on behalf of a Pledgor pursuant to the power of attorney, in accordance with this Clause 11, the Pledgee may act as counterparty of that Pledgor even in the event of a conflict of interest.
- c. The Pledgee will only use the power of attorney described in paragraph a.ii. above, if a Pledgor fails to comply with any of its obligations under or in connection with this Agreement or an Enforcement Event has occurred.

12 RIGHTS TO RECOURSE AND SUBROGATION

Until all Secured Obligations have been paid in full, each Pledgor shall not exercise any rights which it may have to recourse against any Loan Party in connection with the exercise by the Pledgee of any of its rights under this Agreement, the performance by each Pledgor of its obligations under this Agreement or any rights of the Pledgee to which that Pledgor may be subrogated, and any such rights shall be subordinated to Secured Obligations.

13 MISCELLANEOUS

13.1 No rescission, nullification or suspension

To the extent permitted by law, each Pledgor hereby waives any right it may have at any time:

- a. under sections 6:228 or 6:265 NCC or any other ground (under any applicable law) to rescind or nullify this Agreement or to demand its rescission or nullification in legal proceedings; and
- b. under sections 6:52, 6:262 or 6:263 NCC or any other ground (under any applicable law) to suspend the performance of any obligation under or in connection with this Agreement.

13.2 Transfer of rights and obligations

- a. A Pledgor may not transfer any of its rights and/or obligations under or in connection with this Agreement or its contractual relationship under this Agreement.
- b. The Pledgee may transfer its contractual relationship under this Agreement in whole or in part in accordance with the First Lien Credit Agreement. Each Pledgor hereby, in advance, irrevocably grants its co-operation to such transfer of contractual relationship.
- c. The Pledgee is entitled to provide any transferee or proposed transferee with any information concerning any Pledgor and/or the Collateral.
- d. Upon a transfer by the Pledgee of any rights in respect of the Parallel Liabilities, the transferee will become entitled to the Pledge or to a corresponding undivided part thereof, as the case may be.

13.3 Notice

Any notice or other communication under or in connection with this Agreement must be made in accordance with the First Lien Credit Agreement and/or First Lien General Continuing Guaranty.

13.4 Records and calculations of the Pledgee

The books and records maintained by the Pledgee and any calculation or determination by the Pledgee of the existence and the amount of the Secured Obligations are *prima facie* evidence within the meaning of section 151 Netherlands Code of Civil Procedure of the existence and the amounts of the Secured Obligations and other matters to which they relate.

13.5 Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

13.6 Execution and amendments

- a. This Agreement shall become binding on a Pledgor as soon as it has been signed by that Pledgor and the Pledgee. The obligations of that Pledgor under this Agreement shall not be limited or affected in any way by the absence of the signature of any other Pledgor.
- b. This Agreement and any Supplemental Pledge Agreement may be signed in any number of counterparts.
- c. This Agreement may only be amended by a written agreement signed by each of the parties hereto.

13.7 No implied waiver and no forfeiture

- a. Any waiver under this Agreement must be made by giving written notice to that effect.
- b. Where the Pledgee does not exercise any right under or in connection with this Agreement (which includes the granting by the Pledgee to any Pledgor of an extension of time in which to perform its obligations under any of these provisions), this will not constitute a waiver or forfeiture of that right.
- c. The rights of the Pledgee under this Agreement supplement any other right that the Pledgee may have under Netherlands law or any other law.

14 GOVERNING LAW AND JURISDICTION

- a. This Agreement, any Pledge and any Supplemental Pledge Agreement shall be governed by the laws of the Netherlands (including (i) the obligation of any Pledgor as set out in Clause 2.1 (*Agreement to pledge Collateral*), to create the Pledges, notwithstanding the existence of a provision in any other Loan

Document stating that this obligation is to be governed by the laws of any other jurisdiction) and (ii) the submission to jurisdiction pursuant to paragraph c. of this Clause).

- b. If a Pledgor incorporated under the laws of the Netherlands is represented by an attorney in connection with the signing and/or execution of this Agreement or any other agreement, deed or document referred to in this Agreement or made pursuant to this Agreement, it is hereby acknowledged and accepted by each other Party that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.
- c. The courts of Amsterdam, the Netherlands have exclusive jurisdiction to settle any dispute arising from or in connection with this Agreement or any Supplemental Pledge Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any Supplemental Pledge Agreement) and to hear any action or application to a court regarding enforcement of the Pledges. This paragraph c. is for the benefit of the Pledgee only. As a result, the Pledgee shall not be prevented from taking proceedings in any other courts with jurisdiction. To the extent allowed by law, the Pledgee may take concurrent proceedings in any number of jurisdictions.

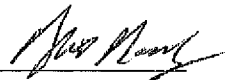
This Agreement has been entered into on the date stated at the beginning of this Agreement.

[signature page follows]

SIGNATURES

THE PLEDGORS

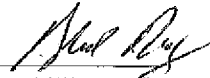
Command Alkon Dutch Holdings B.V.



By: Phillip A. Ramsey

Title: Authorised signatory

Command Alkon Dutch Tech B.V.



By: Phillip A. Ramsey

Title: Authorised signatory

Command Alkon International Holdings B.V.



By: Phillip A. Ramsey

Title: Authorised signatory

THE PLEDGEE

Ares Capital Corporation



A handwritten signature in black ink, appearing to read 'K. DeVeer', is written over a solid horizontal line. The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

By: Kipp DeVeer
Title: Authorized signatory

**SCHEDULE 1
PLEDGORS**

Name of Pledgor	Trade register number (or equivalent, if any)
Command Alkon Dutch Holdings B.V.	65349180
Command Alkon Dutch Tech B.V.	65700708
Command Alkon International Holdings B.V.	65700635

**SCHEDULE 2
DEFINITIONS**

"Agent"	has the meaning given to that term in the First Lien Credit Agreement.
"Agreement"	means this Netherlands Pledge Agreement.
"Business Day"	has the meaning given to that term in the First Lien Credit Agreement.
"Clause"	means a clause in this Agreement.
"Collateral"	means any or all of: a. the IP Rights; b. the Movables; and c. the Receivables, owned by a Pledgor at the date of this Agreement or acquired by it in the future, including all rights attached to such IP Rights, Movables and Receivables, such as dependent rights and ancillary rights.
"Debtor"	means any person (including any Group Company, Insurance Company, Hedge Counterparty, Licensor, Licensee and with respect to internet domain names, Stichting Internet Domeinregistratie Nederland) from whom any Receivable is or may be due to a Pledgor.
"Enforcement Event"	means an Event of Default which has resulted in a default as referred to in section 3:248 NCC with respect to the payment of the Secured Obligations.
"Event of Default"	has the meaning given to that term in the First Lien Credit Agreement.
"First Lien Credit Agreement"	has the meaning given to this term in the recitals to this Agreement.

"First Lien General Continuing Guaranty"	means the general continuing guaranty, dated as of September 1, 2017, executed and delivered by Command Alkon Dutch Holdings B.V. and each of its Subsidiaries party thereto in favor of Ares Capital Corporation.
"First Lien Security Agreement"	means the first lien security agreement, dated as of September 1, 2017, among the grantors as listed therein and Ares Capital Corporation as agent.
"Group Company"	means any company listed in Schedule 4 (<i>Receivables</i>) as a "Group Company" and means an entity which becomes a part of the Group after the date of this Agreement.
"Group"	means the Parent and each of its subsidiaries within the meaning of section 2:24a NCC.
"Guarantor"	has the meaning given to that term in the First Lien General Continuing Guaranty.
"Hedge Counterparty"	means any counterparty with whom a Pledgor has entered into a hedging agreement or any other derivative contract governed by Dutch law.
"Insurance Company"	means any person listed in Schedule 4 (<i>Receivables</i>) as an "Insurance Company" and any insurance company which enters into an insurance policy with a Pledgor after the date of this Agreement..
"Insurance Policy"	means an insurance policy listed in Schedule 4 (<i>Receivables</i>) as an "Insurance Policy" under the heading "Insurance Companies" and any other insurance policy entered into by a Pledgor with an Insurance Company.

"Insurance Receivables" means all Receivables owed to a Pledgor by an Insurance Company.

"Intercompany Receivables" means all Receivables owed to a Pledgor by a Group Company.

"IP Register" means:

- a. in relation to Patents:
 - i. for Netherlands patents: the Netherlands Patents Office (NL Octrooiencentrum);
 - ii. for European Patents:
 - (A) as long as an application is still pending: the European Patent Office (EPO) in Munich, Germany; and
 - (B) if the EPO application has been accepted as a Netherlands patent registration: the Netherlands Patents Office;
 - iii. for international Patents on the basis of the PCT system (PCT): the International Bureau of the World Intellectual Property Organisation in Geneva, Switzerland;

and any register, authority or intellectual or industrial property offices in any jurisdiction in which any IP Right is or can be registered or and/or any register replacing any of the above from time to time

"IP Rights" means any present and future patent, copyright, neighbouring right, trademark, right of drawings and designs, database right, layout-designs of semiconductors, plant breeders' right, internet domain name, licence receivables, licensee rights, trade names, topographics, supplementary protection certificates or any other

intellectual property right including a request or application thereto, whether registered or unregistered, in any jurisdiction, of a Pledgor, including but not limited to the intellectual property rights listed in Schedule 3 (*List of IP Rights*), in each case as amended and/or updated from time to time and including, if applicable, applications of a Pledgor for a right referred to above as well as its entitlements to such a right, owned by that Pledgor from time to time.

"Lender Group Expenses" has the meaning given to that term in the First Lien Credit Agreement.

"Licence Receivables" means all Receivables owed to a Pledgor by a Licensee under a License.

"Licensee Rights" means all present and future permissions of a Pledgor of any kind whatsoever, whether or not registered or in writing, granted or to be granted by any Licensor entitling that Pledgor to use any intellectual property or related right owned by (or licensed to) that Licensor in the course of that Pledgor's business, whether or not in return for any financial or other reimbursement.

"Licensee" means any person or entity that is granted a License by a Pledgor.

"Licenses" means all present and future permissions of any kind whatsoever, whether or not registered or in writing, granted or to be granted by a Pledgor to a Licensee entitling that Licensee to use any of that Pledgor's IP Rights, whether or not in return for any financial or other reimbursement.

"Licensor" means any person or entity that has granted a License to a Pledgor.

"Loan Document"	has the meaning given to that term in the First Lien Credit Agreement.
"Loan Party"	has the meaning given to that term in the First Lien Credit Agreement.
"Movables"	means all movable assets, including equipment, stock and inventory, owned (whether fully or conditionally) from time to time by a Pledgor.
"NCC"	means the Netherlands Civil Code (<i>Burgerlijk Wetboek</i>).
"Notification Document"	means a document which effectuates Notification, substantially in the form of Schedule 6 (<i>Form of notification to Debtors</i>) or any other form the Pledgee may deem appropriate.
"Notification"	means notification of the Pledges under this Agreement or any Supplemental Pledge Agreement, for the purpose of creating a disclosed pledge, to: a. each Group Company; b. each Insurance Company; c. each Hedge Counterparty; and d. Stichting Internet Domeinregistratie Nederland (SIDN), in relation to internet domain names: for .nl top level extensions, by means of delivery acceptable to the Pledgee.
"Parallel Liability"	has the meaning given to that term in the First Lien General Continuing Guaranty.
"Party"	means a party to this Agreement.
"Permitted Liens"	has the meaning given to that term in the First Lien Credit Agreement.

"Pledge"	means any pledge created and, to the extent applicable, purported to be created under this Agreement or any Supplemental Pledge Agreement.
"Receivables"	means all rights of a Pledgor from time to time to the payment of a sum of money, the delivery of an asset or service or some other performance under or in connection with any legal relationship, whether contractual or non-contractual, with any Debtor.
"Relevant Date"	means <ol style="list-style-type: none">the date on which a Compliance Certificate is delivered by the Borrower pursuant to Section 5.1. of the First Lien Credit Agreement; andin the case of a company becoming a member of the Group, within 30 days after the date on which such company becomes a member of the Group (or such later date as permitted by Agent in its sole discretion) in each case which is not yet subject to a valid Pledge.
"Schedule"	means a schedule to this Agreement.
"Secured Obligations"	means all monetary payment obligations, whether present or future, actual or contingent, owed from time to time by any Guarantor to the Pledgee under or in connection with the Parallel Liabilities.
"Secured Party"	has the meaning given to that term in the First Lien Credit Agreement.
"Supplemental Agreement"	Pledge means a pledge agreement substantially in the form of Schedule 5 (<i>Form of Supplemental Pledge Agreement</i>) or any other form the Pledgee may deem

appropriate in its reasonable discretion.

"Trade Receivables"

means, in relation to a Pledgor, its Receivables other than its Receivables against Debtors who are to be notified in accordance with Clause 2.6 (*Notification*).

**SCHEDULE 3
IP RIGHTS**

PATENTS

Command Alkon Dutch Tech B.V.

Country	Patent No.	Title	Filing Date	Issue Date
U.S.	D638,729	Rheological Probe	10/07/2009	05/31/2011
U.S.	9,199,391	Probe and Method for Obtaining Rheological Property Value	04/06/2012	12/01/2015
U.S.	9,702,863	Method and Probe for Measuring Buoyancy in Concrete	09/11/2015	07/11/2017
EPO	2,486,385	Rotatable Cylindrical Container Comprising a Rheological Probe Unit	10/07/2010	08/15/2012

PATENT APPLICATIONS

Command Alkon Dutch Tech B.V.

Country	Application No.	Title	Filing Date	Publication Date
U.S.	14/441,412	Methods and Systems Using Concrete Mix Temperature Measurement	11/08/2013	05/07/2015
EPO	EP/2016/167728	Probe and Method for Obtaining Rheological Property Value	10/07/2010	10/05/2016
EPO	EP/2013/852674	Methods and Systems Using Concrete Mix Temperature Measurement	11/08/2013	-
EPO	EP/2014/764306	Method and Probe for Measuring Buoyancy in Concrete	03/11/2014	-
PCT	PCT/EP2016/075917	Method and System for Generating a Signal Indicating the Rotational Speed of a Drum	10/27/2016	05/04/2017
EPO	EP/2015/838750	System and Method for Determining a Status of a Valve	03/30/2017	07/12/2017

TRADEMARKS

None.

COPYRIGHTS

None.

DOMAIN NAMES

None.