



09/20/2013

Form PTO-1594 (Rev. 12-11-10)
OMB Collection 0654-0027 (exp. 04/30/2015)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RE 103662053
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

MED 09-20-13

1. Name of conveying party(ies):

SPG INTERNATIONAL LLC

- Individual(s), Partnership, Corporation- State, Other Limited Liability Company (checked), Association, Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No (checked)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 08/29/2013

- Assignment, Security Agreement (checked), Other, Merger, Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No (checked)

Name: HSBC BANK USA, NATIONAL ASSOCIATION

Street Address: 452 Fifth Avenue

City: New York

State: NY

Country: USA Zip: 10018

- Individual(s) Citizenship, Association Citizenship, Partnership Citizenship, Limited Partnership Citizenship, Corporation Citizenship, Other Banking Corp Citizenship (checked)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (checked)
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

824438; 1196109; 1994374; 1662507; 1024667; 1434777; 2695580;

Additional sheet(s) attached? Yes No (checked)

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address:

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia Zip: 30363

Phone Number: 404-322-6250

Docket Number:

Email Address:

6. Total number of applications and registrations involved:

44

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,115.00

- Authorized to be charged to deposit account, Enclosed (checked)

8. Payment Information:

Deposit Account Number

Authorized User Name

08/29/2013

Date

9. Signature:

Handwritten signature of Bradley E. Wahl

Signature

Bradley E. Wahl

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SPG International, LLC

Reg. No.

2704456	1883621
2728910	1497766
2697765	2191552
1749140	1225623
2894181	2711218
2728888	1189106
2695590	1924641
3664078	3256846
2754079	3532476
1670285	988395
3176035	2818053
2695585	2731564
2700191	1198769
2236660	2695581
2280945	2248224
2864783	3195607
2734326	2719024
2690831	2420117
2695591	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of August 21, 2013 by SPG INTERNATIONAL LLC, a limited liability company organized under the laws of the State of Delaware ("**Borrower**"), and HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agent and sole lead arranger (the "**Agent**"), for HSBC BANK USA, NATIONAL ASSOCIATION ("**HSBC**") and the other financial institutions which are now or which hereafter become a party to the herein defined "Financing Agreement" (each a "**Lender**" and collectively, the "**Lenders**").

WITNESSETH:

WHEREAS, the Borrower, SPG INTERNATIONAL HOLDINGS LLC, a limited liability company organized under the laws of the State of Delaware ("**Parent**"), the Agent and the Lenders have entered into that certain Financing Agreement, date as of even date herewith (as amended, modified, supplemented, restated or renewed from time to time, the "**Financing Agreement**");

WHEREAS, the Agent and the Lenders have required, as a condition to the extension of the financial accommodations to be extended to the Borrower and the other Credit Parties under the Financing Agreement, that Debtor pledge and grant to the Agent, for and on behalf of the Lenders, a Lien on and in its "**Trademarks**" (as defined herein) as security for the Obligations;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Debtor and the Agent, by its acceptance hereof, hereby agrees as follows:

1. **Defined Terms.** Unless otherwise defined herein, each capitalized term used herein that is defined in the Financing Agreement shall have the meaning specified for such term in the Financing Agreement. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
2. **Security Interest in Trademarks.** To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Agent, in its capacity as administrative agent and collateral agent for an on behalf of the Lenders, a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) (a) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule I attached

hereto and made a part hereof, and all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (e) all of Debtor's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks, and service mark applications, together with the items described in clauses (a)-(f) in this Section 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

3. New Trademarks. Debtor represents and warrants that, from and after the date of this Agreement, (a) the Trademarks listed on Schedule I are a true, accurate and complete list of all of Debtor's Trademarks, and (b) no Liens in such Trademarks have been granted by Debtor to any Person, other than the Agent and the Lenders, and except as permitted in the Financing Agreement. If, prior to payment in full of the Obligations (other than the Remaining Obligations), Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 2 above shall automatically apply thereto. Debtor shall give to the Agent written notice of the acquisition of new Trademarks promptly after the occurrence thereof. Debtor may, and hereby authorizes the Agent to, modify this Agreement unilaterally upon Debtor's notice to the Agent (i) by amending Schedule I to include any future Trademarks and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

4. Grant of License. Agent hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to make, have made, use, and sell the inventions disclosed and claimed in the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until terminated at the election of the Agent after the occurrence and continuance of an Event of Default. Except as otherwise permitted by the Financing Documents, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Agent.

5. Royalties. Debtor hereby agrees that the use by the Agent of the Trademarks as authorized hereunder in connection with the Agent's exercise of its rights and remedies hereunder or pursuant to any Financing Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the Lenders to Debtor.

6. Duties of the Debtor. Debtor shall have the duty, to the extent required in the Financing Agreement, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the

termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations, if so consented to by Agent). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Agent, and (ii) to maintain in full force and effect the registered Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Agent shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Agent shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable out-of-pocket expenses incurred in connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

7. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints the Agent (and all officers and agents of the Agent designated by the Agent in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Debtor's or the Agent's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Agent reasonably deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations (other than the Remaining Obligations) are paid in full. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Financing Agreement or any other Financing Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods and the election by the Agent to exercise any of its remedies under the Uniform Commercial Code or other Applicable Law with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks, whether established hereby, by the Financing Agreement or by any

other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default and following the expiration of any applicable notice and/or cure periods, the Agent may exercise any of the rights and remedies provided in this Agreement, the Financing Agreement or any of the other Financing Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least 10 days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

8. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

9. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of New York, without reference to the conflicts or choice of law principles thereof.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Financing Agreement.

11. Termination. The Agreement shall terminate upon payment in full of the Obligations (other than the Remaining Obligations).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DEBTOR:

SPG INTERNATIONAL LLC

By: 

Steven E. Darnell, its Chief Executive Officer
and President

[SEAL]

Agreed and Accepted as of this August 21, 2013

HSBC BANK USA, NATIONAL ASSOCIATION, as Agent

By: 

Title: VICE PRESIDENT

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this August 21, 2013 by Steven E. Darnell, personally known to me to be the Chief Executive Officer and President of SPG INTERNATIONAL LLC, on behalf of such company.



Allison C. Lynch
Notary Public
My Commission expires: 11-25-2014
Acting in the County of Gwinnett

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this August 21, 2013 by John R. Lauck, personally known to me to be an officer of HSBC BANK USA, NATIONAL ASSOCIATION, as Agent on behalf of said company.

(SEAL)

Allison C. Lynch
Notary Public
My Commission expires: 11-25-2014
Acting in the County of Gwinnett

Schedule 1
To
Trademark Security Agreement

Dated as of August 21, 2013

(See Attached List)

TRADEMARKS

Trademark	Country	Status	Applicati on Number	Filing Date	Registration Number	Registration Date
AIRECTOR	United States	Registered	72/243991	4/21/1966	824438	2/21/1967
AMCO	Canada	Registered	446239	11/2/1979	246805	6/20/1980
AMCO	United States	Registered	73/237355	10/31/1979	1196109	5/25/1982
AMCO	United States	Registered	74/515647	4/20/1994	1994374	8/20/1996
AMCO II	United States	Registered	74/126384	12/21/1990	1662507	10/29/1991
AMCOAT	United States	Registered	73/005083	10/31/1973	1024667	11/11/1975
AMTRAX	United States	Registered	73/617296	8/29/1986	1434777	3/31/1987
BUTTON-ON	United States	Registered	76/419270	6/11/2002	2695580	3/11/2003
COILGARD	United States	Registered	76/423428	6/20/2002	2704456	4/8/2003
CONTAINMOBILE	United States	Registered	76/424493	6/24/2002	2728910	6/24/2003
CUPL-UP	United States	Registered	76/420432	6/11/2002	2697765	3/18/2003
ESSENTIALS BY AMCO	United States	Registered	74/185626	7/16/1991	1749140	1/26/1993
E-Z GLIDE	United States	Registered	76/420711	6/12/2002	2894181	10/19/2004
FLATPAK	United States	Registered	76/419524	6/11/2002	2728888	6/24/2003
FREEDOM IN EFFICIENCY	United States	Registered	77/109789	2/16/2007	3664078	8/4/2009
FREESTYLE	United States	Registered	76/349741	12/18/2001	2754079	8/19/2003
GOLD BOND	United States	Registered	74/160418	4/23/1991	1670285	12/31/1991
GREY BOND	United States	Registered	78/483829	9/15/2004	3176035	11/28/2006
HI-DRUM	United States	Registered	76/419522	6/11/2002	2695585	3/11/2003
HI-FRAME	United States	Registered	76/424610	6/24/2002	2700191	3/25/2003
I S S SHELVING & DESIGN	United States	Registered	75/413448	12/30/1997	2236660	4/6/1999
ISS	United States	Registered	75/468534	4/15/1998	2280945	9/28/1999
JARKE	United States	Registered	78/158258	8/27/2002	2864783	7/20/2004

Trademark	Country	Status	Applicati on Number	Filing Date	Registration Number	Registration Date
LEVELIFT	United States	Registered	76/423426	6/20/2002	2734326	7/8/2003
MINI-MODULE	United States	Registered	76/419523	6/11/2002	2690831	2/25/2003
MINITREE	United States	Registered	76/419769	6/12/2002	2695591	3/11/2003
MOD A FLEX	United States	Registered	74/500299	3/14/1994	1883621	3/14/1995
PLASTEEL	United States	Registered	73/690680	10/19/1987	1497766	7/26/1988
PLASTIC PLUS	United States	Registered	75/289763	5/12/1997	2191552	9/22/1998
POLYGARD	United States	Registered	73/242743	12/13/1979	1225623	2/1/1983
QUIKTIER	United States	Registered	76/423429	6/20/2002	2711218	4/29/2003
QUIKTREE	United States	Registered	73/280446	10/6/1980	1189106	2/9/1982
SHELVING BY THE INCH	United States	Registered	74/459522	11/18/1993	1924641	10/3/1995
SMART SHELF	United States	Registered	78/252676	5/21/2003	3256846	6/26/2007
STACK RAIL	United States	Registered	78/708016	9/7/2005	3532476	11/11/2008
STACKMASTER (STYLIZED)	United States	Registered	72/454206	4/11/1973	988395	7/16/1974
STEEL SENTRY	United States	Registered	76/372454	2/19/2002	2818053	2/24/2004
STEELTREE	United States	Registered	76/389785	4/2/2002	2731564	7/1/2003
TAKE 10	United States	Registered	73/300194	3/9/1981	1198769	6/22/1982
TRI-DRUM	United States	Registered	76/419272	6/11/2002	2695581	3/11/2003
ULTRA DENSITY	United States	Registered	75/326935	7/18/1997	2248224	5/25/1999
UNIVERSAL	United States	Registered	78/343085	12/18/2003	3195607	1/9/2007
UTILITIER	United States	Registered	76/420710	6/12/2002	2719024	5/27/2003
X-CHANGE	United States	Registered	75/759215	7/22/1999	2420117	1/9/2001

TRADEMARK