

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
BARTHCO INTERNATIONAL, INC.		05/23/2013	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
Name:	BANK OF AMERICA, N.A.
Street Address:	101 N. TRYON ST.
Internal Address:	ONE INDEPENDENCE CENTER
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1906209	BARTHCO INTERNATIONAL, INC.

<b>CORRESPONDENCE DATA</b>	
Fax Number:	6508385109
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	650-838-3743
Email:	JLIK@SHEARMAN.COM
Correspondent Name:	BENJAMIN PETERSEN
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2:	SHEARMAN & STERLING LLP
Address Line 4:	PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	3232-644
NAME OF SUBMITTER:	BENJAMIN PETERSEN

CH \$40.00 1906209

Signature:	/BENJAMIN PETERSEN/
Date:	10/31/2013
Total Attachments: 5 source=0 - Trademark Security Agreement (BI)#page1.tif source=0 - Trademark Security Agreement (BI)#page2.tif source=0 - Trademark Security Agreement (BI)#page3.tif source=0 - Trademark Security Agreement (BI)#page4.tif source=0 - Trademark Security Agreement (BI)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2013, (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Agreement"), is made by BARTHCO INTERNATIONAL, INC., a Pennsylvania corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successors thereto in such capacity, the "Administrative Agent") for each of the Secured Creditors.

### W I T N E S S E T H :

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of May 23, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Ozburn-Hessey Holding Company LLC, as the Borrower, the Lenders, the Administrative Agent, Morgan Stanley Senior Funding, Inc., as the Syndication Agent, and General Electric Capital Corporation, as Documentation Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of May 23, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Creditor, as follows:

SECTION 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Creditor a continuing security interest in all of the Grantor's right, title and interest in and to the following property, whether now or hereafter existing, owned, adopted or acquired by the Grantor, and wherever located (the "Trademark Collateral")

(a) (i) all of its Trademarks, including those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing,

including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark; and

(c) all Proceeds of, and rights associated with, the foregoing, including the right to sue third parties for past, present or future infringement or dilution of any Trademark or for breach of any Trademark license.

Notwithstanding the foregoing, no security interest shall be granted in, and the “Trademark Collateral” shall not include, any Trademark application filed on an “intent to use” basis until such time, if any, as a Statement of Use is filed and accepted.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. The termination of the security interests granted herein shall be governed by Section 7.5 of the Security Agreement.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

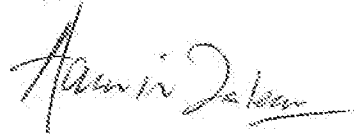
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

BARTHCO INTERNATIONAL, INC.

By: Matthew Hoogerland  
Name: Matthew Hoogerland  
Title: Chief Financial Officer

BANK OF AMERICA, N.A.,  
as Administrative Agent



By: \_\_\_\_\_

Name:

Title:

**Aamir Saleem**  
**Vice President**

SCHEDULE I  
to Trademark Security Agreement

U.S. Trademark Registrations

Mark	Status	Serial No.	File Date	Registration No.	Registered	Applicant
BARTHCO INTERNATIONAL, INC.	Issued		May 27, 1993	1905209	July 18, 1995	Barthco International, Inc.

Foreign Trademark Applications and Registrations

Mark	Status	Serial No.	Country	File Date	Registration No.	Registered	Applicant
BARTHCO	Issued	3452141	CTM	October 27, 2003	3452141	April 1, 2005	Barthco International, Inc.