

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM302632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACTIVPLANT CORPORATION		04/11/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc.		
<b>Street Address:</b>	1585 BROADWAY		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3515333	THROUGHPUT ANALYZER	
<b>Registration Number:</b>	3347251	ACTIVESSENTIALS	
<b>Registration Number:</b>	3334860	ACTIVPLANT	
<b>Registration Number:</b>	2041684	SEARCHEXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	susan.zablocki@kirkland.com		
<b>Correspondent Name:</b>	Susan Zablocki		
<b>Address Line 1:</b>	Kirkland & Ellis LLP		
<b>Address Line 2:</b>	601 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	13999-4		
<b>NAME OF SUBMITTER:</b>	Susan Zablocki		
<b>SIGNATURE:</b>	/susan zablocki/		
<b>DATE SIGNED:</b>	04/25/2014		
<b>Total Attachments: 5</b>			
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1 US SECOND LIEN TRADEMARK SECURITY AGREEMENT

2 This US Second Lien Trademark Security Agreement dated as of April 11, 2014 (this  
3 "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of  
4 Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the secured parties (in  
5 such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement,  
6 dated as of February 26, 2014 (as amended, restated, supplemented or otherwise modified from  
7 time to time, the "Credit Agreement"), by and among Apteau, Inc., a Delaware corporation (the  
8 "Borrower"), Apteau Parent Co S.à.r.l., a Luxembourg société à responsabilité limitée, with  
9 registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg  
10 Trade and Companies Register under number B 169191, with a share capital of USD 20,000  
11 ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from  
12 time to time party thereto and the several agents party thereto, including the Collateral Agent.

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

14 WHEREAS, the Pledgors are party to a Canadian Second Lien Security Agreement dated  
15 as of April 11, 2014 (as amended, amended and restated, supplemented, waived or otherwise  
16 modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant  
17 to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

18 NOW, THEREFORE, in consideration of the premises and to induce the Collateral  
19 Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors  
20 hereby agree with the Collateral Agent as follows:

21 SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in  
22 the Security Agreement and used herein have the meaning given to them in the Security  
23 Agreement, or if not defined therein, in the Credit Agreement.

24 SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor  
25 hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a  
26 Lien on and security interest in and to all of its right, title and interest in, to and under all  
27 the following Pledged Collateral of such Pledgor, in each case excluding Excluded  
28 Property (collectively, the "Trademark Collateral"):

29 (a) all Trademarks of such Pledgor, including, without limitation, the United States  
30 registered Trademarks and applications for Trademark registration, listed on Schedule 1<sup>1</sup>  
31 attached hereto;

32 (b) all Goodwill associated with such Trademarks; and

33 (c) all proceeds of any and all of the foregoing.

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<sup>1</sup> List the Trademarks identified on the Credit Agreement Schedules.

34 SECTION 3. Security Agreement. The security interest granted pursuant to this  
35 Trademark Security Agreement is granted in conjunction with the security interest  
36 granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors  
37 hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with  
38 respect to the security interest in the Trademark Collateral made and granted hereby are  
39 more fully set forth in the Security Agreement, the terms and provisions of which are  
40 incorporated by reference herein as if fully set forth herein. In the event that any  
41 provision of this Trademark Security Agreement is deemed to conflict with the Security  
42 Agreement, the provisions of the Security Agreement shall control.

43 SECTION 4. Termination. Upon the full payment and performance of the  
44 Secured Obligations (other than contingent indemnification obligations and unasserted  
45 expense reimbursement obligations, and that, pursuant to the provisions of the Credit  
46 Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the  
47 termination thereof, and any outstanding Letters of Credit that are cash collateralized in  
48 accordance with the Credit Agreement or are backstopped), the security interest granted  
49 therein and the security interest granted herein shall automatically and immediately  
50 terminate and be deemed automatically and immediately released, and the Collateral  
51 Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute,  
52 acknowledge, and deliver to the Pledgors an instrument in writing in recordable form  
53 releasing the collateral pledge, grant, assignment, lien and security interest in the  
54 Trademarks under this Trademark Security Agreement.

55 SECTION 5. Recordation. Each Pledgor authorizes and requests that the  
56 Commissioner for Trademarks and any other applicable government officer record this  
57 Trademark Security Agreement.

58 SECTION 6. Counterparts. This Trademark Security Agreement may be  
59 executed in any number of counterparts, all of which shall constitute one and the same  
60 instrument, and any party hereto may execute this Trademark Security Agreement by  
61 signing and delivering one or more counterparts. Delivery of an executed counterpart of  
62 this Trademark Security Agreement by facsimile or other electronic means shall be  
63 effective as delivery of a manually executed counterpart of this Trademark Security  
64 Agreement.

65 SECTION 7. Governing Law. This Trademark Security Agreement and the  
66 transactions contemplated hereby, and all disputes between the parties under or relating  
67 to this Trademark Security Agreement or the facts or circumstances leading to its  
68 execution, whether in contract, tort or otherwise, shall be construed in accordance with  
69 and governed by the laws (including statutes of limitation) of the State of New York,  
70 without regard to conflicts of law principles that would require the application of the laws  
71 of another jurisdiction.

72 [remainder of this page intentionally left blank]

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

**ACTIVPLANT CORPORATION,**  
as Pledgor

By:   
Name: Paul J. Ilse  
Title: Chief Executive Officer

Accepted and Agreed:

**MORGAN STANLEY SENIOR  
FUNDING, INC.,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

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

**ACTIVPLANT CORPORATION,**  
as Pledgor

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

**MORGAN STANLEY SENIOR  
FUNDING, INC.,**  
as Collateral Agent

By: \_\_\_\_\_  
Name: Stephen B. King  
Title: Vice President  
Morgan Stanley Senior Funding, L.L.C.

*US Second Lien Trademark Security Agreement (ActivPlant)*

**TRADEMARK**  
**REEL: 005268 FRAME: 0194**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Mark	Registration No.	Owner
THROUGHPUT ANALYZER	3515333	Activplant Corporation (CANADA)
ACTIVESSENTIALS	3347251	Activplant Corporation (CANADA)
ACTIVPLANT	3334860	Activplant Corporation (CANADA)
SEARCHEXPRESS	2041684	Activplant Corporation (CANADA)

United States Trademark Applications:

None