

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inteva Products, LLC		09/08/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch, as Collateral Agent		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4475671	CONNECT THE SKY	
Registration Number:	4826643	INTEATHER	
Registration Number:	4535886	I	
Registration Number:	4347098	I	
Registration Number:	4219614	I	
Registration Number:	4532069	INTEVA	
Registration Number:	4347097	INTEVA	
Registration Number:	4219613	INTEVA	
Registration Number:	1615615	MINI-WEDGE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 4475671

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Ken Tan/
DATE SIGNED:	09/09/2016
Total Attachments: 7 source=10. Inteva - Trademark Security Agreement#page1.tif source=10. Inteva - Trademark Security Agreement#page2.tif source=10. Inteva - Trademark Security Agreement#page3.tif source=10. Inteva - Trademark Security Agreement#page4.tif source=10. Inteva - Trademark Security Agreement#page5.tif source=10. Inteva - Trademark Security Agreement#page6.tif source=10. Inteva - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 8, 2016, by Inteva Products, LLC (the “**Grantor**”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, in its capacity as collateral agent (in such capacity, the “**Collateral Agent**”) pursuant to the Term Loan Credit Agreement, dated as of September 8, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Inteva Products, LLC, a Delaware limited liability company, (the “**Borrower**”), the Guarantors from time to time party thereto, the Administrative Agent and Collateral Agent and the lenders from time to time party thereto.

WITNESSETH:

WHEREAS, the Grantor are party to a Term Loan Security Agreement dated as of September 8, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademarks of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. ABL Intercreditor Agreement. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of the ABL Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the ABL Intercreditor Agreement, the terms of the ABL Intercreditor Agreement shall govern.

[Signature pages follow.]

INTEVA PRODUCTS, LLC

By: 
Name: William Dircks
Title: Vice President

[Trademark Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: Peter Cucchiara
Name: Peter Cucchiara
Title: Vice President

By: MTB
Name: **Marcus M. Tarkington**
Title: **Director**

[Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

United States Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Inteva Products, LLC	4475671	CONNECT THE SKY
Inteva Products, LLC	4826643	INTEATHER
Inteva Products, LLC	4535886	i LOGO
Inteva Products, LLC	4347098	i LOGO
Inteva Products, LLC	4219614	i LOGO
Inteva Products, LLC	4532069	INTEVA
Inteva Products, LLC	4347097	INTEVA
Inteva Products, LLC	4219613	INTEVA
Inteva Products, LLC	1615615	MINI-WEDGE

United States Applications:

None.

Foreign Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Inteva Products, LLC	904712370	Brazil	CONNECT THE SKY
Inteva Products, LLC	830866477	Brazil	i LOGO
Inteva Products, LLC	830866485	Brazil	INTEVA
Inteva Products, LLC	TMA906509	Canada	i LOGO
Inteva Products, LLC	826651	Canada	INTEVA PRODUCTS
Inteva Products, LLC	10780364	China	CONNECT THE SKY
Inteva Products, LLC	IR 1068150	China	i LOGO
Inteva Products, LLC	1617965	China	MINI-WEDGE
Inteva Products, LLC	1235461	China	MINI-WEDGE in Chinese
Inteva Products, LLC	3000947	China	SUPERPLUG (Chinese Translation)
Inteva Products, LLC	3000948	China	SUPERPLUG (Chinese Transliteration)
Inteva Products, LLC	3000949	China	SUPERPLUG (in English)
Inteva Products, LLC	327 497	Czech Republic	CONNECT THE SKY
Inteva Products, LLC	IR 1068150	European Union	i LOGO
Inteva Products, LLC	10722403	European Union	INTEVA
Inteva Products, LLC	14485734	European Union	INTEATHER

Inteva Products, LLC	10722304	European Union	INTEVA PRODUCTS
Inteva Products, LLC	12/3907646	France	CONNECT THE SKY
Inteva Products, LLC	302012021845	Germany	CONNECT THE SKY
Inteva Products, LLC	1513705	Italy	CONNECT THE SKY
Inteva Products, LLC	5841682	Japan	INTEATHER
Inteva Products, LLC	IR 1068150	Japan	i LOGO
Inteva Products, LLC	4452878	Japan	UNIROOF
Inteva Products, LLC	40-972866	Korea	CONNECT THE SKY
Inteva Products, LLC	IR 1068150	Korea	i LOGO
Inteva Products, LLC	40-0808351-0000	Korea	INTEVA PRODUCTS
Inteva Products, LLC	1307876	Mexico	CONNECT THE SKY
Inteva Products, LLC	1262978	Mexico	i LOGO
Inteva Products, LLC	1288473	Mexico	i LOGO
Inteva Products, LLC	1262281	Mexico	i LOGO
Inteva Products, LLC	1264199	Mexico	i LOGO
Inteva Products, LLC	1306940	Mexico	INTEVA
Inteva Products, LLC	1258849	Mexico	INTEVA
Inteva Products, LLC	1288472	Mexico	INTEVA
Inteva Products, LLC	256733	Poland	CONNECT THE SKY
Inteva Products, LLC	120697	Romania	CONNECT THE SKY
Inteva Products, LLC	IR 1068150	Russia	i LOGO
Inteva Products, LLC	IR 1091171	Russia	INTEVA
Inteva Products, LLC	233380	Slovakia	CONNECT THE SKY
Inteva Products, LLC	3027658	Spain	CONNECT THE SKY
Inteva Products, LLC	2615221	United Kingdom	CONNECT THE SKY

Foreign Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Inteva Products, LLC	909858918	Brazil	INTEATHER
Inteva Products, LLC	1742642	Canada	INTEATHER
Inteva Products, LLC	17711572	China	INTEATHER
Inteva Products, LLC	IR 1091171	China	INTEVA
Inteva Products, LLC	2304726	India	CONNECT THE SKY
Inteva Products, LLC	3035984	India	INTEATHER
Inteva Products, LLC	2094470	India	i LOGO
Inteva Products, LLC	M1646925	Mexico	INTEATHER
Inteva Products, LLC	2015/23047	S. Africa	INTEATHER
Inteva Products, LLC	4020150061437	S. Korea	INTEATHER
Inteva Products, LLC	104048921	Taiwan	INTEATHER
Inteva Products, LLC	1000166	Thailand	INTEATHER

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Inteva Products, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) September 8, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street

City: New York

State: New York

Country: USA Zip: 10005

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(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) _____

B. Trademark Registration No.(s) _____

See Schedule I

Additional sheet(s) attached? Yes No

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: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 05501.0343

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

9

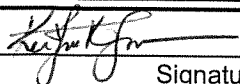
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Ken Tan

Name of Person Signing

9/9/2016

Date

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

7

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

TRADEMARK

REEL: 005872 FRAME: 0661

RECORDED: 09/09/2016