

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414111

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                     | Formerly | Execution Date | Entity Type                         |
|--------------------------|----------|----------------|-------------------------------------|
| MATRIX DESIGN GROUP, LLC |          | 01/27/2017     | Limited Liability Company: DELAWARE |
| WHITE OAK RESOURCES LLC  |          | 01/27/2017     | Limited Liability Company: DELAWARE |

## RECEIVING PARTY DATA

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | JPMORGAN CHASE BANK, N.A.           |
| <b>Street Address:</b> | 1111 FANNIN, 8TH FLOOR              |
| <b>City:</b>           | HOUSTON                             |
| <b>State/Country:</b>  | TEXAS                               |
| <b>Postal Code:</b>    | 77002                               |
| <b>Entity Type:</b>    | NATIONAL ASSOCIATION: UNITED STATES |

## PROPERTY NUMBERS Total: 10

| Property Type        | Number  | Word Mark                                |
|----------------------|---------|--|
| Registration Number: | 4005840 | CORESTATE PROTECTION                     |
| Registration Number: | 4289137 | GET BACK TO MINING COAL                  |
| Registration Number: | 4707916 | INTELLIVIEW                              |
| Registration Number: | 4462338 | INTELLIZONE                              |
| Registration Number: | 4413152 | M MATRIX                                 |
| Registration Number: | 4390618 | M MATRIX ENGINEERING SAFETY ADVANCING AU |
| Registration Number: | 3463297 | MDG METS                                 |
| Registration Number: | 4398736 | MX3                                      |
| Registration Number: | 4527845 | WHITE OAK RESOURCES                      |
| Registration Number: | 4527846 | WHITE OAK RESOURCES LLC                  |

## CORRESPONDENCE DATA

Fax Number: 6508385109

*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.*

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: MARC ELZWEIG

CH \$265.00 4005840

**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR  
**Address Line 2:** SHEARMAN & STERLING LLP  
**Address Line 4:** MENLO PARK, CALIFORNIA 94025

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1476/261       |
| <b>NAME OF SUBMITTER:</b>      | MARC ELZWEIG   |
| <b>SIGNATURE:</b>              | /MARC ELZWEIG/ |
| <b>DATE SIGNED:</b>            | 01/30/2017     |

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 27<sup>th</sup> day of January, 2017 among the Grantors listed on the signature pages hereof (“Grantors” and each, a “Grantor”), and JPMORGAN CHASE BANK, N.A. (“JPMorgan”), in its capacity as Collateral Agent for the benefit of the Secured Parties (together with its permitted successors and assigns, the “Collateral Agent”).

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

WHEREAS, the Grantors agreed to grant a continuing security interest in and to the Collateral, including the Trademark Collateral (as defined below), in order to secure the prompt and complete payment, observance and performance of, among other things, the Secured Obligations, pursuant to that certain Pledge and Security Agreement, dated as of January 27, 2017 among the Grantors and the Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, for and in consideration of the recitals made above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in such Grantor’s right, title and interest in, to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trade names, service marks, trade dress, logos, slogans, designs or fictitious business names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) those marks listed on Schedule I; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor’s rights corresponding thereto throughout the world, and (vi) all of each Grantor’s rights corresponding thereto throughout the world; and

(b) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY FOR OBLIGATIONS.** The Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent or any Secured Creditor, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration after the date hereof as required by the Security Agreement. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Collateral Agent to unilaterally modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

9. 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, and governed by, the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

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

**MATRIX DESIGN GROUP, LLC**

By: Cory P. Marshall  
Name: Cory P. Marshall  
Title: Vice President - Corporate Finance & Treasurer

**WHITE OAK RESOURCES LLC**

By: Cory P. Marshall  
Name: Cory P. Marshall  
Title: Vice President - Corporate Finance & Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By: Peter S. Fredun  
Name: Peter S. Fredun  
Title: Executive Director

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 005976 FRAME: 0073**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| <b>Grantor</b>           | <b>Country</b>         | <b>Trademark</b>                                 | <b>Reg. No. / Date</b>   | <b>App. No. / Filed</b>   |
|--------------------------|------------------------|--|--------------------------|---------------------------|
| Matrix Design Group, LLC | Australia              | INTELLIVIEW                                      | 1229537<br>11-AUG-2014   | N/A                       |
| Matrix Design Group, LLC | Australia              | INTELLIZONE                                      | 1164221<br>30-MAY-2013   | N/A                       |
| Matrix Design Group, LLC | Australia              | M MATRIX   | 1166867<br>04-JUN-2013   | N/A                       |
| Matrix Design Group, LLC | Canada                 | INTELLIVIEW                                      | TMA943586<br>18-JUL-2016 | 1689092<br>11-AUG-2014    |
| Matrix Design Group, LLC | Canada                 | INTELLIZONE                                      | TMA940385<br>09-JUN-2016 | 1630260<br>10-JUN-2013    |
| Matrix Design Group, LLC | Canada                 | M MATRIX & DESIGN                                | TMA940386<br>09-JUN-2016 | 1630262<br>10-JUN-2013    |
| Matrix Design Group, LLC | China                  | INTELLIVIEW                                      | 1229537<br>11-AUG-2014   | N/A                       |
| Matrix Design Group, LLC | China                  | INTELLIZONE                                      | 1164221<br>30-MAY-2013   | N/A                       |
| Matrix Design Group, LLC | China                  | M MATRIX   | 1166867<br>04-JUN-2013   | N/A                       |
| Matrix Design Group, LLC | International Register | INTELLIVIEW                                      | 1229537<br>11-AUG-2014   | N/A                       |
| Matrix Design Group, LLC | International Register | INTELLIZONE                                      | 1164221<br>30-MAY-2013   | N/A                       |
| Matrix Design Group, LLC | International Register | M MATRIX   | 1166867<br>04-JUN-2013   | N/A                       |
| Matrix Design Group, LLC | South Africa           | INTELLIVIEW                                      | N/A                      | 2014/21271<br>12-AUG-2014 |
| Matrix Design Group, LLC | South Africa           | INTELLIZONE                                      | N/A                      | 2013/15180<br>07-JUN-2013 |
| Matrix Design Group, LLC | South Africa           | M MATRIX   | N/A                      | 2013/15179<br>07-JUN-2013 |
| Matrix Design Group, LLC | South Africa           | M MATRIX   | N/A                      | 2013/15178<br>07-JUN-2013 |
| White Oak Resources, LLC | United States          | CORESTATE PROTECTION                             | 4005840<br>02-AUG-2011   | 85207059<br>29-DEC-2010   |
| Matrix Design Group, LLC | United States          | GET BACK TO MINING COAL                          | 4289137<br>12-FEB-2013   | 85685056<br>24-JUL-2012   |
| Matrix Design Group, LLC | United States          | INTELLIVIEW                                      | 4707916<br>24-MAR-2015   | 86358763<br>06-AUG-2014   |
| Matrix Design Group, LLC | United States          | INTELLIZONE                                      | 4462338<br>07-JAN-2014   | 85940820<br>23-MAY-2013   |
| Matrix Design Group, LLC | United States          | M MATRIX   | 4413152<br>08-OCT-2013   | 85685012<br>24-JUL-2012   |
| Matrix Design Group, LLC | United States          | M MATRIX ENGINEERING SAFETY ADVANCING AUTOMATION | 4390618<br>27-AUG-2013   | 85660511<br>25-JUN-2012   |
| Matrix Design Group, LLC | United States          | MDG METS   | 3463297<br>08-JUL-2008   | 77109262<br>16-FEB-2007   |
| Matrix Design Group, LLC | United States          | MX3  | 4398736<br>10-SEP-2013   | 85687927<br>26-JUL-2012   |

| <b>Grantor</b>           | <b>Country</b> | <b>Trademark</b>        | <b>Reg. No. / Date</b> | <b>App. No. / Filed</b> |
|--------------------------|----------------|-------------------------|------------------------|-------------------------|
| White Oak Resources, LLC | United States  | WHITE OAK RESOURCES     | 4527845<br>13-MAY-2014 | 85824663<br>16-JAN-2013 |
| White Oak Resources, LLC | United States  | WHITE OAK RESOURCES LLC | 4527846<br>13-MAY-2014 | 85824670<br>16-JAN-2013 |

Trademark Security Agreement

RECORDED: 01/30/2017

**TRADEMARK**  
REEL: 005976 FRAME: 0075