

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		05/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85234380	I-FILL	
Serial Number:	85571107	ULTRA-EC	
Serial Number:	86036273	GIGASYNC	
Serial Number:	86036291	TACHYON	
Serial Number:	86077038	STRATUS	
Serial Number:	86077080	TERRAGREEN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Robert Smith		
Address Line 1:	1999 Avenue of the Stars, 39th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Robert Smith		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	05/16/2017		
Total Attachments: 7			

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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):

Jefferies Finance LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 10, 2017

- Assignment
- Security Agreement
- Other Assignment of Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Cerberus Business Finance, LLC

Street Address: 875 Third Avenue

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

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) Text

See Annex I

B. Trademark Registration No.(s)

See Annex I

Additional sheet(s) attached? Yes No

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

See Annex I

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

Name: Robert Smith

Internal Address: _____

Street Address: 1999 Avenue of the Stars, 39th Floor

City: Los Angeles

State: California Zip: 90067

Phone Number: 310-407-4091

Docket Number: _____

Email Address: rsmith@ktbslaw.com

6. Total number of applications and registrations involved:

6

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:

Robert Smith
Signature

May 12, 2017

Date

Robert Smith

Name of Person Signing

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

ASSIGNMENT OF TRADEMARKS AGREEMENT

THIS ASSIGNMENT OF TRADEMARKS AGREEMENT (this “**Agreement**”) is effective as of May 10, 2017 by Jefferies Finance LLC (“**Jefferies**”), as former administrative agent and collateral agent under the Credit Agreement (as defined below), in favor of Cerberus Business Finance, LLC (“**Cerberus**”), as successor administrative agent and collateral agent for the Lenders now or hereafter party to the Credit Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of November 29, 2013, by and among ISOLA USA Corp., a Delaware corporation (the “**Company**” or “**Grantor**”), Hatrick Holdings U.S. Inc., a Delaware corporation (“**Holdings**”), ISOLA Group, a Luxembourg limited liability company, Hatrick Lux No. 2 S.À R.L., a Luxembourg limited liability company, Hatrick Lux No. 4 S.À R.L., a Luxembourg limited liability company (“**Lux 4**”), the other Guarantors party thereto, the lenders party thereto from time to time (the “**Lenders**”), and Jefferies, in its capacity as Administrative Agent, Collateral Agent, Documentation Agent and Syndication Agent, the Lenders agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Company entered into that certain Security Agreement, dated as of November 29, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Lux 4, Holdings, the Company, the subsidiaries of Holdings or the Company party thereto, and Jefferies, in its capacity as Collateral Agent;

WHEREAS, pursuant to the Security Agreement, the Company entered into a Trademark Security Agreement, dated as of July 22, 2014 (as amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Trademark Security Agreement**”), pursuant to which the Grantor granted to Jefferies, in its capacity as Administrative Agent for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, whether now owned or hereafter existing or acquired, wherever the same may be located, in all United States trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, slogans, logos, other source or business identifiers, designs and general intangibles of a like nature, whether statutory or common law and whether or not registered, and with respect to any and all of the foregoing, including all trademarks, trademark registrations and pending trademark registration applications of the Grantor set forth on Annex I hereto (collectively, the “**Trademarks**”);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark office at Reel 5341 and Frame 0761 on August 12, 2014;

WHEREAS, pursuant to the Successor Agent Agreement (the “**Successor Agent Agreement**”), dated as of May 10, 2017, Jefferies resigned as Administrative Agent and irrevocably assigned and delegated to Cerberus all of its rights, authority and powers, as Administrative Agent and Collateral Agent under the Loan Documents, and Cerberus was appointed as successor Administrative Agent and Collateral Agent and vested with, and succeeded to the rights, authority and powers of the Administrative Agent and Collateral Agent under the Loan Documents; and

WHEREAS, pursuant to the Successor Agent Agreement, Jefferies transferred to Cerberus all Collateral held under the Security Agreement, including any and all of its interests in the Trademarks and the registrations thereof and applications therefor, as applicable, which heretofore had been acquired from the Grantor pursuant to the Trademark Security Agreement, and agreed to execute and deliver to Cerberus, or otherwise authorized the filing of, any amendments to financing statements or similar documents, and agreed take other such action, as would be necessary or appropriate in connection with the assignment to Cerberus of the security interests created under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and agreements and provisions contained herein, Jefferies, as the former Administrative Agent and Collateral Agent, acknowledges and agrees that it has assigned and transferred unto Cerberus, as successor Administrative Agent and Collateral Agent, and Cerberus, as the successor Administrative Agent and Collateral Agent, acknowledges and agrees, that it has succeed to, all right, title and interest in and to the Trademarks of the Grantor held by Jefferies in its capacity as former Administrative Agent and Collateral Agent, together with (i) all registrations of and applications therefor, as applicable, (ii) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Jefferies in its capacity as former Administrative Agent and Collateral Agent accruing thereunder or pertaining thereto, (iii) all of the goodwill of the business connected with the use of and symbolized by and associated with the Trademarks and the registrations thereof, and (iv) any right of Jefferies, in its capacity as former Administrative Agent and Collateral Agent, to sue and recover for, for any past, present and future infringement, dilution or other violation or impairment of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto and (vi) all other rights of any kind held by Jefferies in its capacity as former Administrative Agent and Collateral Agent accruing thereunder or pertaining thereto throughout the world.

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.


This Agreement may be executed in any number of counterparts, each which shall be deemed to be an original; but such counterparts shall constitute but one and the same

instruments. Delivery of an executed counterpart of a signature page by facsimile or by e-mail transmission shall be deemed an original signature hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Trademarks Agreement on May 10, 2017.

JEFFERIES FINANCE LLC, as former
Administrative agent and Collateral Agent

By: 
Name: J. Paul McDonnell
Title: Managing Director

CERBERUS BUSINESS FINANCE, LLC, as
successor Administrative Agent and Collateral
Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Assignment of Trademarks Agreement on May 10, 2017.

JEFFERIES FINANCE LLC, as former
Administrative agent and Collateral Agent

By: _____
Name: _____
Title: _____

CERBERUS BUSINESS FINANCE, LLC, as
successor Administrative Agent and Collateral
Agent

By: _____
Name: Daniel E. Wolf
Title: Chief Executive Officer

ANNEX I

TRADEMARK AND TRADEMARK APPLICATIONS

Company	Jurisdiction	Trademark	Registration No. (Application No.)	Registration Date (Filing Date)
ISOLA USA Corp.	US	I-FILL	(85234380)	(February 4, 2011)
ISOLA USA Corp.	US	ULTRA-EC	(85571107)	(March 15, 2012)
ISOLA USA Corp.	US	GIGASYNC	(86036273)	(August 13, 2013)
ISOLA USA Corp.	US	TACHYON	(86036291)	(August 13, 2013)
ISOLA USA Corp.	US	STRATUS	(86077038)	(September 27, 2013)
ISOLA USA Corp.	US	TERRAGREEN	(86077080)	(September 27, 2013)