

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conductix, Inc.		04/16/2019	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	1 Great Winchester Street		
City:	London EC2N 2DB		
State/Country:	GREAT BRITAIN		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1892996	INSUL 8	
Registration Number:	0754978	INSUL 8	
Registration Number:	0809843	SAF-T-BAR	
Registration Number:	0776521	INSUL 8	
Registration Number:	5529302	PRIAS	
Registration Number:	5608211	VERSAREEL	
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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	4011779-0036-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	04/29/2019		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”) dated April 16, 2019, is made by the person listed on the signature pages hereof (the “**Grantor**”) in favor of Deutsche Bank AG, London Branch, as security agent (the “**Security Agent**”) for the Secured Parties (as defined in the Facilities Agreement referred to below).

Reference is made to (i) the Senior Facilities Agreement, dated April 16, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Facilities Agreement**”), among, *inter alios*, Delachaux Group (the “**Company**”), the Original Borrowers party thereto, the Original Guarantors party thereto, Deutsche Bank AG, London Branch, as agent (the “**Agent**”), the Security Agent and each lender from time to time party thereto (collectively, the “**Lenders**”) and (ii) the Intercreditor Agreement, dated as of April 16, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Intercreditor Agreement**”), among, *inter alios*, the Company, the Agent and the Security Agent. The Lenders have agreed to extend credit to the Original Borrowers subject to the terms and conditions set forth in the Facilities Agreement and the Issuing Banks have agreed to issue letters of credit subject to the terms and conditions set forth in the Facilities Agreement.

Whereas, in connection with the Facilities Agreement, the Grantor has executed and delivered that certain U.S. Security Agreement dated April 16, 2019, among Conductix, Inc., a Nebraska corporation, Pandrol USA, LP, a New Jersey limited partnership, and certain other Subsidiaries of the Company from time to time party thereto and the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**U.S. Security Agreement**”).

Whereas, under the terms of the U.S. Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Facilities Agreement and the U.S. Security Agreement and not otherwise defined herein are used herein as defined in the Facilities Agreement and the U.S. Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Security Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks (which include trademarks and trademark applications now owned or hereafter acquired), including the trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Release of Security. The Security Agent shall, promptly upon the reasonable request of the Grantor upon termination of the U.S. Security Agreement in accordance with

Section 6.12 thereof, deliver to the Grantor (at the Grantor' sole cost and expense) a fully executed and recordable release of the security interest granted herein.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 7. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the U.S. Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall control.

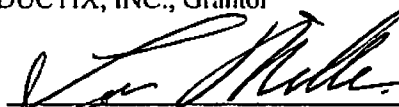
SECTION 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

CONDUCTIX, INC., Grantor

By:



Name: Lonny R. Miller

Title: President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 006632 FRAME: 0256**

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

DEUTSCHE BANK AG, LONDON BRANCH, as
Security Agent and Grantee

By: V Adams
Name: Vikki Adams
Title: Vice President

By: C Pedder
Name: CARLY PEDDER
Title: AVP

SCHEDULE A

TRADEMARKS

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
Conductix, Inc.	INSUL 8 and design	74475802	January 3, 1994	1892996	May 9, 1995	Grantor
Conductix, Inc.	INSUL 8	72160946	January 18, 1963	0754978	August 20, 1963	Grantor
Conductix, Inc.	SAF-T-BAR	72225417	August 10, 1965	0809843	June 14, 1966	Grantor
Conductix, Inc.	INSUL 8	72176531	September 9, 1963	0776521	September 8, 1964	Grantor
Conductix, Inc.	PRIAS	87727776	December 20, 2017	5529302	July 31, 2018	Grantor
Conductix, Inc.	VERSAREE L	87590236	August 30, 2017	5608211	November 13, 2008	Grantor