

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXAL CORPORATION		10/31/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., LONDON BRANCH		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5742799		
Registration Number:	5742801		
Registration Number:	1919231		
Registration Number:	5737756	EXAL	
Registration Number:	5737758	EXAL	
Registration Number:	4000776	EXAL	
Serial Number:	88479451	TRIVIUM	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38924/4		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		

CH \$190.00 5742799

DATE SIGNED:	11/01/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 31, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by Exal Corporation (the “Grantor”), in favor of Citibank, N.A., London Branch, in its capacity as Fixed Asset Security Agent for the Fixed Asset Creditors pursuant to the Intercreditor Agreement (in such capacity, the “Fixed Asset Security Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 31, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Fixed Asset Security Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Fixed Asset Security Agent, for the benefit of the Fixed Asset Creditors, to enter into the Fixed Asset Documents, the Grantor hereby agrees with the Fixed Asset Security Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Fixed Asset Security Agent for the benefit of the Fixed Asset Creditors 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 Property) of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein); and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Fixed Asset Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Fixed Asset Security Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement,

subject to Section 8, the provisions of the Security Agreement shall control unless the Fixed Asset Security Agent shall otherwise determine.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Termination. Upon (a) the Fixed Asset Discharge Date and/or (b) the release of the Grantor from its obligations under the Security Agreement in accordance with the terms of the applicable Fixed Asset Documents and the Intercreditor Agreement, this Trademark Security Agreement shall terminate. Following such termination, the Fixed Asset Security Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds thereof under this Trademark Security Agreement.

SECTION 6. 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. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 8. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY REQUIREMENT OF LAW, THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING OR DISPUTE OF ANY KIND RELATING IN ANY WAY TO THIS TRADEMARK SECURITY AGREEMENT, OR ANY TRANSACTION CONTEMPLATED HEREBY, AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 9. Intercreditor Agreement.

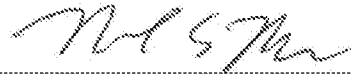
Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Fixed Asset Security Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement or the Security Agreement, the terms of the Intercreditor Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

EXAL CORPORATION

By: .....

Name: Michael Mapes

Title: Authorized Signatory

[Signature page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006785 FRAME: 0603

ACCEPTED AND AGREED:
CITIBANK, N.A., LONDON BRANCH
as Fixed Asset Security Agent

By: 

Name:

Title:

Stuart Sullivan
Vice President

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006785 FRAME: 0604

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
EXAL	Argentina	2476941 17-NOV-2011	3043115 02-NOV-2010	Exal Corporation	Registered
EXAL	Argentina	2476940 17-NOV-2011	3043114 02-NOV-2010	Exal Corporation	Registered
EXAL	Canada	TMA863445 23-OCT-2013	1502054 01-NOV-2010	Exal Corporation	Registered
EXAL	China	8805171 21-NOV-2011	8805171 03-NOV-2010	Exal Corporation	Registered
EXAL	China	8805170 21-NOV-2011	8805170 03-NOV-2010	Exal Corporation	Registered
EXAL	EU trade marks	9483033 20-MAY-2011	9483033 29-OCT-2010	Exal Corporation	Registered
EXAL	Indonesia	IDM000352844 12-APR-2012	D002010039235 23-NOV-2010	Exal Corporation	Registered
EXAL	Mexico	1215388 03-MAY-2011	1131563 (1131563T) 03-NOV-2010	Exal Corporation	Registered

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
<i>Design Only</i>	United States	5742799 07-MAY-2019	87830968 12-MAR-2018	Exal Corporation	Registered
<i>Design Only</i>	United States	5742801 07-MAY-2019	87830981 12-MAR-2018	Exal Corporation	Registered
<i>Design Only</i>	United States	1919231 19-SEP-1995	74478637 12-JAN-1994	Exal Corporation	Registered
EXAL	United States	5737756 30-APR-2019	87829727 12-MAR-2018	Exal Corporation	Registered
EXAL	United States	5737758 30-APR-2019	87829816 12-MAR-2018	Exal Corporation	Registered
EXAL	United States	4000776 26-JUL-2011	85028965 03-MAY-2010	Exal Corporation	Registered
EXAL	Venezuela	S052187 19-OCT-2012	2010-018991 03-NOV-2010	Exal Corporation	Registered
EXAL	Venezuela	P312508 10-NOV-2011	2010-018990 03-NOV-2010	Exal Corporation	Registered

Trademark Applications:

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
TRIVIUM	Brazil	N/A	917712374 11-JUL-2019	Exal Corporation	Pending
TRIVIUM	Brazil	N/A	917712293 11-JUL-2019	Exal Corporation	Pending

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
TRIVIUM	United States	N/A	88479451 19-JUN-2019	Exal Corporation	Pending
TRIVIUM ¹	International Register	N/A	88479451	Exal Corporation	Pending

¹ Provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and for so long as, creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein.