

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belcan, LLC		10/30/2020	Limited Liability Company: OHIO
Belcan Federal, LLC		10/30/2020	Limited Liability Company: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as collateral agent		
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:	73591865	BELCAN	
Serial Number:	76386868	PVDCOLLECT	
Serial Number:	78216267	PVDFIELD	
Serial Number:	78216253	PVDMANAGE	
Serial Number:	76386869	PVDNET	
Serial Number:	75251872	KEMTAH	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1573		

CH \$165.00 73591865

NAME OF SUBMITTER:	Scott Kareff (014951-1573)
SIGNATURE:	/kc for sk/
DATE SIGNED:	10/30/2020
Total Attachments: 6 source=Belcan - Trademark Security Agreement (AR Credit Agreement)#page1.tif source=Belcan - Trademark Security Agreement (AR Credit Agreement)#page2.tif source=Belcan - Trademark Security Agreement (AR Credit Agreement)#page3.tif source=Belcan - Trademark Security Agreement (AR Credit Agreement)#page4.tif source=Belcan - Trademark Security Agreement (AR Credit Agreement)#page5.tif source=Belcan - Trademark Security Agreement (AR Credit Agreement)#page6.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Belcan, LLC, an Ohio limited liability company, and Belcan Federal, LLC, a New Mexico limited liability company, in each case, with principal offices at 10200 Anderson Way, Cincinnati, OH 45242 (each, a “Grantor”, and, collectively, the “Grantors”), hereby grants to Cerberus Business Finance Agency, LLC a Delaware limited liability company, as Collateral Agent, with principal offices at 875 Third Ave., New York, NY 10022 (the “Grantee”), a continuing security interest in (i) all of the Grantors' right, title and interest in, to and under the United States trademarks, trademark registrations, trademark applications and domain names (the “Marks”) set forth on Schedule I attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement), including any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law (it being understood that as of the date hereof, none of the Marks set forth on Schedule I constitute Excluded Collateral).

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS dated as of October 30, 2020 (this “Agreement”) is made to secure the payment of all the Obligations of the Grantors, as such term is defined in the Amended and Restated Security Agreement among the Grantors, the other grantors from time to time party thereto and the Grantee, dated as of October 30, 2020 (as amended, modified, restated, extended, refinanced, amended and restated and/or supplemented from time

to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantors an instrument in writing evidencing the release of the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE A&R CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

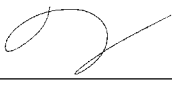
BELCAN, LLC, as Grantor

By: Elizabeth Ferris
Name: Elizabeth Ferris
Title: Chief Financial Officer

BELCAN FEDERAL, LLC, as Grantor

By: Elizabeth Ferris
Name: Elizabeth Ferris
Title: Chief Financial Officer

CERBERUS BUSINESS FINANCE AGENCY,
LLC, as Collateral Agent and Grantee

By:  _____

Name: Daniel E. Wolf

Title: Senior Managing Director

SCHEDULE I

Trademarks

Mark	Owner	Registration / Filing Date
BELCAN RN: 1422240 SN: 73591865	Belcan, LLC 10200 Anderson Way Cincinnati Ohio 45242	Registered: December 23, 1986
PVDCOLLECT RN: 2739794 SN: 76386868	Belcan, LLC (Ohio Corp.) 10200 Anderson Way Cincinnati Ohio 45242	Registered: July 22, 2003
PVDFIELD RN: 2800485 SN: 78216267	Belcan, LLC (Ohio Corp.) 10200 Anderson Way Cincinnati Ohio 45242	Registered: December 30, 2003
PVDMANAGE RN: 2800484 SN: 78216253	Belcan, LLC (f/k/a Belcan Corporation) (Ohio Corp.) 10200 Anderson Way Cincinnati Ohio 45242	Registered: December 30, 2003
PVDNET RN: 2739795 SN: 76386869	Belcan, LLC (Ohio Corp.) 10200 Anderson Way Cincinnati Ohio 45242	Registered: July 22, 2003
BELCAN RN: 010558492 AN: 010558492	Belcan, LLC (f/k/a Belcan Corporation) ¹ 10200 Anderson Way, 45242, Cincinnati, Ohio, US Community Registered/European Union	Registered: June 8, 2012
KEMTAH AN: 75251872 RN: 2202133	Belcan Federal, LLC (f/k/a The Kemtah Group, Inc.) ²	Not renewed ³

¹ Company to record the conversion of Belcan Corporation to Belcan, LLC at the European Union Intellectual Property Office.

² Company to update record ownership at U.S. Trademark Office.

³ The registration was not renewed before the expiration of the renewal period on May 3, 2019 and will be cancelled by the USPTO.