

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PolyVision Corporation		02/21/2020	Corporation: NEW YORK
Poly Vision NV		02/21/2020	Naamloze Vennootschap (Nv): BELGIUM
RECEIVING PARTY DATA			
Name:	Guggenheim Credit Services, LLC, as Collateral Agent		
Street Address:	330 Madison Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5032193	A 3	
Registration Number:	4720757	E 3	
Serial Number:	88325904	FLOW	
Registration Number:	5752098	MOTIF	
Registration Number:	4698374	P3 CERAMICSTEEL. WWW.CLEANMYBOARD.COM	
Registration Number:	2813194	POLYVISION	
Registration Number:	4993034	POLYVISION	
Serial Number:	87406507		
Serial Number:	88325897	SANS	
Serial Number:	88325902	SERIF	
Serial Number:	88592634	TABI	
Serial Number:	87406508	POLYVISION	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
TRADEMARK			

CH \$315.00 5032193

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 32155 / 010

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 02/24/2020

Total Attachments: 7

source=PolyVision Trademark Security Agreement#page1.tif

source=PolyVision Trademark Security Agreement#page2.tif

source=PolyVision Trademark Security Agreement#page3.tif

source=PolyVision Trademark Security Agreement#page4.tif

source=PolyVision Trademark Security Agreement#page5.tif

source=PolyVision Trademark Security Agreement#page6.tif

source=PolyVision Trademark Security Agreement#page7.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of February 21, 2020 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Guggenheim Credit Services, LLC, a Delaware limited liability company (“GCS”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, pursuant to the Credit Agreement (as extended, renewed, amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of February 21, 2020 and entered into by and among IOP PV ACQUISITION LLC, a Delaware limited liability company (“Holdings”), as a Guarantor, POLYVISION CORPORATION, a New York corporation (“U.S. Borrower”), POLY VISION NV, a Belgium limited liability company (“Belgian Borrower”, together with U.S. Borrower, collectively the “Borrowers”), certain Subsidiaries of Holdings party thereto as Guarantors, the lenders from time to time party thereto (each a “Lender”), GCS, as administrative agent for each of the Lenders (“Administrative Agent”), and GCS, as collateral agent for each of the Lenders (“Collateral Agent”, together with Administrative Agent, each an “Agent” and collectively the “Agents”), the Lenders have agreed to make Loans to the Borrowers on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, all of the Grantors are party to a Security Agreement dated as of February 21, 2020 (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Credit Agreement, to induce the Lenders to make their respective Loans to the Borrowers thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as the context may require.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral") (excluding IP Licenses under which the valid grant of a Lien therein or in such assets to Collateral Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such IP License has not been or is not otherwise obtained or under Applicable Law such prohibition cannot be waived):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including the Trademark registrations and applications and the exclusive Trademark Licenses granted to such Grantor referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent and the obligations of each Grantor with respect to the Liens and security interests 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE

HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

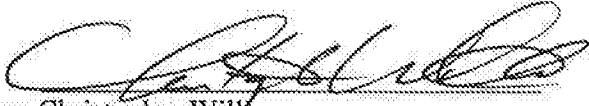
Section 6. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 8.17 OF THE SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 7. Miscellaneous. The terms and provisions of Sections 8.1, 8.2, 8.4, 8.6, 8.7, 8.8 and 8.9 of the Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Credit Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

POLYVISION CORPORATION, as Grantor

By: 
Name: Christopher Wilks
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006870 FRAME: 0096

POLY VISION NV, as Grantor

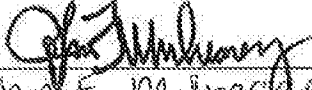
By: 

Name: Thomas Christopoulos

Title: Proxyholder

ACKNOWLEDGED:

**GUGGENHEIM CREDIT SERVICES, LLC, as
Collateral Agent**

By 
Name: John F. Muready
Title: Attorney-in-Fact

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

TRADEMARK LICENSES

None.

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Loan Party	Description	App Number	Reg Number	Country
Polyvision Corporation	A3-log	85943307	5032193	USA
Polyvision Corporation	e3 logo	85943308	4720757	USA
Polyvision Corporation	FLOW	88325904	Published	USA
Polyvision Corporation	MOTIF	87582065	5752098	USA
PolyVision N. V.	P3 CERAMICSTEEL. <u>WWW.CLEANMYBOARD.COM</u> (DESIGN)	86195861	4698374	USA
Polyvision Corporation	POLYVISION	-	2813194	USA
Polyvision Corporation	POLYVISION	86818255	4993034	USA
Polyvision Corporation	POLYVISION BRAND + LOGO	87406508	Published	USA
Polyvision Corporation	POLYVISION LOGO	87406507	Published	USA
Polyvision Corporation	SANS	88325897	Published	USA
Polyvision Corporation	SERIF	88325902	Published	USA
Polyvision Corporation	TABI	88592634	Pending	USA