

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sundyne, LLC		03/17/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2504715	KONTRO	
Registration Number:	2614478	SUNDGARD	
Registration Number:	2812080	PINNACLE	
Registration Number:	1969651	ANSIMAG	
Registration Number:	1141533	SUNFLO	
Registration Number:	831392	SUNDYNE	
Registration Number:	803011	SUNDYNE	
Registration Number:	5538769		
Registration Number:	2668053		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 2504715

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/17/2020
Total Attachments: 6 source=IP Filing#page1.tif source=IP Filing#page2.tif source=IP Filing#page3.tif source=IP Filing#page4.tif source=IP Filing#page5.tif source=IP Filing#page6.tif	

TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2020 (this “Agreement”), among SUNDYNE, LLC (the “Grantor”) and MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is hereby made to that certain Credit Agreement, dated as of March 17, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among STAR UK HOLDCO LIMITED, a private limited company organized under the laws of England and Wales (“Holdings”), STAR UK MIDCO LIMITED, a private limited company organized under the laws of England and Wales (“Midco”), STAR US BIDCO LLC, a Delaware limited liability company (the “Borrower”), the Lenders party thereto and MORGAN STANLEY SENIOR FUNDING, INC., as Administrative Agent and Collateral Agent, and that certain Collateral Agreement, dated as of March 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, Midco, the Borrower, the Grantors from time to time party thereto and the Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Collateral Agent on behalf of the Secured Parties shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

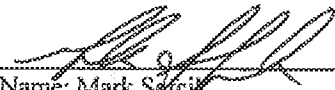
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

SUNDYNE, LLC, as Grantor

By 
Name: Mark Seifick
Title: Executive President and President

[Signature Page to Trademark Security Agreement]

MORGAN STANLEY SENIOR FUNDING,
INC., as Collateral Agent

By: 
Name: Jordan Ransom
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

TRADEMARK	APPLICATION NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE
KONTRO	76238509	4/10/2001	2504715	11/6/2001
SUNDGARD	76201906	1/30/2001	2614478	9/3/2002
PINNACLE	76201904	1/30/2001	2812080	2/10/2004
ANSIMAG	74632019	2/9/1995	1969651	4/23/1996
SUNFLO	73214254	5/4/1979	1141533	11/18/1980
SUNDYNE	72229307	10/4/1965	831392	7/4/1967
SUNDYNE	72200794	8/27/1964	803011	2/1/1966
Design (SUNDYNE LOGO (COLOUR))	87577450	8/21/2017	5538769	8/14/2018
Design (SUNDYNE LOGO (BLACK AND WHITE))	76206649	2/7/2001	2668053	12/31/2002