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other period as determined by the board (contingent upon the consummation of the event); (e) cancellation of all or any portion of outstanding awards for fair value (in the form of cash, shares, other property or any combination thereof) as determined in the sole discretion of our board and which value may be zero and which will be equal to the applicable spread value, if any, in the case of options; and (f) cancellation of all or any portion of outstanding unvested and/or unexercisable awards for no consideration.

Unless otherwise specified in the award agreement, a change in control under the 2012 Plan means any transaction or a series of related transactions as a result of which any person or group of persons other than THL Funds (a) acquires (whether by purchase, exchange, tender offer, merger, consolidation, recapitalization, redemption, reorganization, issuance of capital stock or otherwise) directly or indirectly more than 50% of the voting power of us or more than 50% of common stock equivalents that were issued and outstanding immediately prior to such transaction or series of transactions, or (b) acquires assets constituting all or substantially all of our assets.

To the extent necessary to comply with Section 409A of the Code with respect to the payment of deferred compensation, a change of control under the 2012 Plan will be limited to a "change in control event" as defined in Treasury Regulations Section 1.409A-3(i)(5).

2015 Omnibus Incentive Plan

General

In connection with this offering, we intend to adopt our 2015 Omnibus Incentive Plan (the "2015 Plan"). All outstanding equity awards under the 2012 Plan will remain outstanding under the 2012 Plan and will be governed by the 2012 Plan and their respective award agreements. The following is a summary of the material features of the 2015 Plan. This summary is qualified in its entirety by the full text of the 2015 Plan, a copy of which has been filed as Exhibit 10.2 to the Registration Statement of which this prospectus forms a part.

Awards

Awards granted under the 2015 Plan may consist of ISOs, nonqualified stock options, SARs, restricted stock, RSUs, other share-based awards and cash awards. Each award will be subject to the terms and conditions set forth in the 2015 Plan and to those other terms and conditions specified by the compensation committee and memorialized in a written agreement.

Shares Subject to the 2015 Plan

Subject to adjustment in certain circumstances as discussed below, the 2015 Plan authorizes up to 1,200,000 shares of our common stock for issuance pursuant to the terms of the 2015 Plan. The maximum number of shares available for granting ISOs under the 2015 Plan will be 1,000,000.

Shares of common stock subject to an award under the 2015 Plan that remain unissued upon the forfeiture, cancellation, termination or settlement in cash of the award will again become available for grant under the 2015 Plan.

Subject to adjustment in certain circumstances as discussed below, the maximum number of shares with respect to awards under the 2015 Plan that can be granted to any single individual during any plan year will be 210,000 for employees and consultants and 210,000 for non-employee directors. The maximum number of stock options that may be granted to any employee, non-employee director or consultant during any plan year will be 210,000, and the maximum number of SARs that may be granted to any employee, non-employee director or consultant in any plan year will be 210,000.

In the event of any corporate event or transaction involving us, a subsidiary and/or an affiliate (including, but not limited to, a change in our shares or our capitalization) such as a merger, consolidation, reorganization, recapitalization, separation, extraordinary stock dividend, stock split, reverse stock split, split up, spin-off, combination of shares, exchange of shares, dividend in kind, extraordinary cash dividend, amalgamation, or other similar change in capital structure (other than normal cash or stock dividends to our stockholders), or any similar corporate event or transaction, the compensation committee, to prevent dilution or enlargement of participants' rights under the 2015 Plan, will, subject to compliance with Section 409A of the Code, substitute or adjust, in its sole discretion, the number and kind of shares or other property that