MRD 10.22.99

FORM PTO 1594
1-31-92

10-27-1999

101184339

EET
Y

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Tioga Coatings Corporation**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (DE)
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent
Internal Address:
Street Address: 200 Jericho Quadrangle
City: Jericho State: NY ZIP: 11753

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation State
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: October 6, 1999

4. Application number(s) or registration number(s)

A. Trademark Application No.(s) **75/426,365**

B. Trademark Registration No.(s) **1,950,696**

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): $65.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristopher E. Ahrend, Esq. — Name of Person Signing
K E Ahrend — Signature
10/18/99 — Date

Total number of pages comprising cover sheet: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

10/27/1999 MTHAI1 00000016 75426365
01 FC:481 40.00 OP
02 FC:482 25.00 OP

TRADEMARK
REEL: 001983 FRAME: 0152

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of September __, 1999 is made by Tioga Coatings Corporation, a Delaware corporation (the "Obligor"), in favor of The Chase Manhattan Bank, a New York corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of April 22, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ADCO Global, Inc., a Delaware corporation and parent of the Obligor ("Borrower"), the Lenders, the Agent, Heller Financial, as Documentation Agent, and BankBoston Robertson Stephens, as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Debtor,, and certain other subsidiaries of the Parent have executed and delivered a Guarantee and Collateral Agreement, dated as of April 22, 1999, in favor of Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks; and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of

Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TIOGA COATINGS CORPORATION

By: John F. Gottshall
Name: JOHN F. GOTTSHALL
Title: VICE PRESIDENT

THE CHASE MANHATTAN BANK,
as Administrative Agent for the Lenders

By: Lawrence Palumbo, Jr.
Name: Lawrence Palumbo, Jr.
Title: Vice President

[illegible]92[illegible]5-0653-08111-9971ABKE-ASG

STATE OF NC)
) ss
COUNTY OF Wake)

On the 21st day of Sept., 1999, before me personally came John F. Gottshall, who is personally known to me to be the Vice President of Tioga Coatings Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Cathy Nataren-Rivera
Notary Public

5092 5-5653-08111-9971ABKE-ASG

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 4 day of October, 1999, before me personally came Lawrence Mumbo Jr., who is personally known to me to be the Vice President of The Chase Manhattan Bank, a New York corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Dorothy E. Spencer
Notary Public

DOROTHY E. SPENCER
Notary Public, State of New York
No: 01SP4922824
Qualified in Bronx County
Certified in New York County
Commission Expires March 14, 2000

[illegible]-0603-08111-9971ABKE ASG

SCHEDULE A

Name of Trademark	*Registration/Serial No.*
TIOTECH	1,950,696
TIOTHERM	75/426,365

509265-0683-08111-9971ABKE ASG