#### 900255579 05/17/2013

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Grant of Security Interest

#### **CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type           |  |
|---------------------|----------|----------------|-----------------------|--|
| Huyck Licensco Inc. |          | 05/17/2013     | CORPORATION: DELAWARE |  |

### **RECEIVING PARTY DATA**

| Name:           | PNC Bank National Association       |  |  |  |
|-----------------|-------------------------------------|--|--|--|
| Street Address: | 249 Fifth Avenue, One PNC Plaza     |  |  |  |
| City:           | Pittsburg                           |  |  |  |
| State/Country:  | PENNSYLVANIA                        |  |  |  |
| Postal Code:    | 15222                               |  |  |  |
| Entity Type:    | National Association: UNITED STATES |  |  |  |

## PROPERTY NUMBERS Total: 5

| Property Type        | Number  | Word Mark  |
|----------------------|---------|------------|
| Registration Number: | 4202412 | ENERSTAR   |
| Registration Number: | 1213807 | HUYCK      |
| Registration Number: | 1213808 | HUYCK      |
| Registration Number: | 1309063 | ULTRACOIL  |
| Registration Number: | 1676568 | PULPMASTER |

### **CORRESPONDENCE DATA**

**Fax Number**: 6502138158

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: | 1155735-0054

TRADEMARK

REEL: 005030 FRAME: 0626

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| NAME OF SUBMITTER:  | Christina Ishihara   |  |  |  |  |
|---|----------------------|--|--|--|--|
| Signature:  | /Christina Ishihara/ |  |  |  |  |
| Date:   | 05/17/2013           |  |  |  |  |
| Total Attachments: 5 source=Xerium - ABL Trademark Security Agreement - Huyck [Execution Version]#page1.tif source=Xerium - ABL Trademark Security Agreement - Huyck [Execution Version]#page2.tif source=Xerium - ABL Trademark Security Agreement - Huyck [Execution Version]#page3.tif source=Xerium - ABL Trademark Security Agreement - Huyck [Execution Version]#page4.tif source=Xerium - ABL Trademark Security Agreement - Huyck [Execution Version]#page5.tif |                      |  |  |  |  |

**EXECUTION VERSION** 

GRANT OF SECURITY INTEREST IN UNITED STATES AND CANADIAN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Huyck Licensco Inc., a Delaware corporation (the "Grantor")

with principal offices at 8537 Six Forks Road, Suite 300, Raleigh, North Carolina 27615, hereby

grants to PNC Bank National Association, as Collateral Agent (the "Grantee") with principal

offices at 249 Fifth Avenue, One PNC Plaza, Pittsburg, Pennsylvania 15222, a continuing

security interest in (i) all of the Grantor's right, title and interest in, to and under to the United

States and Canadian trademarks, trademark registrations and trademark applications (the

"Trademarks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined

in the Security Agreement referred to below) and products of the Trademarks, (iii) the goodwill

of the businesses with which the Trademarks are associated and (iv) all causes of action arising

prior to or after the date hereof for infringement of any of the Trademarks or unfair competition

regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all

the Secured Obligations of the Grantor, as such term is defined in the Pledge and Security

Agreement among the Grantor, the other assignors from time to time party thereto and the

Grantee, dated as of May 17, 2013 (as amended, modified, restated and/or supplemented from

time to time, the "Security Agreement"). Upon the occurrence of any termination (as set forth in

Section 9 of the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the

Grantor an instrument in writing releasing the security interest in the Trademarks acquired under

this Grant.

This Grant 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

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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**HUYCK LICENSCO INC., Grantor** 

Name: Michael S. Buchanan

Title: Treasurer

[Signature page to Huyck Licensco Inc. Trademark Security Agreement - ABL]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the <a href="https://dx.ncbi.nlm.nc

PNC BANK, NATIONAL ASSOCIATION, as Collateral Agent and Grantee

Name:

itle: Three Da

[Signature page to Huyck Licensco Inc. Trademark Security Agreement - ABL]

# Schedule A

## **Trademarks**

| Country | Trademark  | Status     | App. No. | App. Date | Reg. No. | Reg. Date |
|---------|------------|------------|----------|-----------|----------|-----------|
| US      | ENERSTAR   | Registered | 85529952 | 1/31/12   | 4202412  | 9/4/12    |
| US      | HUYCK      | Renewed    | 73285225 | 11/10/80  | 1213807  | 10/26/82  |
| US      | НИҮСК      | Renewed    | 73286326 | 11/17/80  | 1213808  | 10/26/82  |
| US      | ULTRACOIL  | Renewed    | 73417753 | 3/18/83   | 1309063  | 12/11/84  |
| US      | PULPMASTER | Renewed    | 74132296 | 1/22/91   | 1676568  | 2/25/92   |

# **Foreign Trademarks**

| Country | Trademark   | Status     | App. No.  | App. Date | Reg. No.  | Reg. Date |
|---------|-------------|------------|-----------|-----------|-----------|-----------|
| Canada  | POROSOFT    | Registered | 031353900 | 5/28/68   | TMA163496 | 6/20/69   |
| Canada  | FORM-FAB    | Registered | 031353500 | 5/2/68    | TMA163734 | 7/11/69   |
| Canada  | DRI-FAB     | Registered | 031353800 | 5/28/68   | TMA163737 | 7/11/69   |
| Canada  | HUYLIFE     | Registered | 0320210   | 2/26/69   | TMA166828 | 12/12/69  |
| Canada  | FORMEX      | Registered | 039331300 | 1/18/76   | TMA219015 | 2/18/77   |
| Canada  | BETABOND    | Registered | 049562400 | 12/1/82   | TMA289414 | 3/30/84   |
| Canada  | X WEAVE     | Registered | 059562100 | 11/18/87  | TMA355140 | 2/28/89   |
| Canada  | X           | Registered | 059562200 | 11/18/87  | TMA355141 | 4/28/89   |
| Canada  | WEAVEXX     | Registered | 071393100 | 10/1/92   | TMA415090 | 7/30/93   |
| Canada  | PULPMASTER  | Registered | 067056800 | 11/13/90  | TMA389688 | 10/25/91  |
| Canada  | TEXXTRA-TXT | Registered | 076996100 | 12/1/94   | TMA553914 | 11/16/01  |

**RECORDED: 05/17/2013**