# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM299773

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Siovation, LLC		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Dr., Ste 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3779191	LISTEN. CREATE. DELIVER.
Registration Number:	2743048	REN-DEFOAM
Registration Number:	3655267	SI SIOVATION

### **CORRESPONDENCE DATA**

Fax Number: 3128637867

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

US Mail.

Phone: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Jaclyn Di Grande - Paralegal **Correspondent Name:** 

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.232		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	03/31/2014		

**Total Attachments: 5** 

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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2014, by SIOVATION, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

## $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among ICM Products, Inc., as borrower ("Borrower"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Joinder to and Reaffirmation of Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Joinder Agreement"), which such Joinder Agreement supplements the Guarantee and Collateral Agreement, dated as of February 1, 2012 (the "Collateral Agreement"), by and among the Grantors party thereto and Agent; and

WHEREAS, pursuant to the Joinder Agreement and the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the CollateralAgreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks including those referred to on <u>Schedule I</u> hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would

TRADEMARK <sup>4975,232</sup> REEL: 005247 FRAME: 0769 impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SIOVATION, LLC, a Delaware limited liability company

Name Thomas J. Gawlik

Title: Chief Financial Officer and Secretary

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ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: \_\_/ Name:

Title: Suno Vice Preside:

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
LISTEN.CREATE.DELIVER	77/658085	3779191	4/20/2010	Siovation, LLC
REN-DEFOAM	76/139375	2743048	7/29/2003	Siovation, LLC
SI SIOVATION AND DESIGN	77/209917	3655267	7/14/2009	Siovation, LLC

# TRADEMARK APPLICATIONS

**NONE** 

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RECORDED: 03/31/2014