

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Miller Paint Co., Inc.		05/01/2014	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewStar Business Credit, LLC		
<b>Street Address:</b>	8080 North Central Expressway		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3059326	EVOLUTION	
<b>Registration Number:</b>	2968844	FOUNDATION PRIMER	
<b>Registration Number:</b>	2107918	ACRIMETAL	
<b>Registration Number:</b>	2041431	MILASTIC	
<b>Registration Number:</b>	1927872	MILLER PAINTS TRADE MARK	
<b>Registration Number:</b>	1939566	MILLER	
<b>Registration Number:</b>	1927866	TUFF-TREAD	
<b>Registration Number:</b>	1919143	PRO-JEX	
<b>Registration Number:</b>	1917516	ACRINAMEL	
<b>Registration Number:</b>	1932925	KRIL	
<b>Registration Number:</b>	1919142	ACRO LATEX	
<b>Registration Number:</b>	1919144	RUBBER-LUSTRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043447999		
<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>			
<b>Phone:</b>	804-788-8331		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Stephen P. Demm - Hunton & Williams LLP		
<b>TRADEMARK</b>			

CH \$315.00 3059326

**Address Line 1:** 951 East Byrd Street  
**Address Line 2:** Riverfront Plaza - East Tower  
**Address Line 4:** Richmond, VIRGINIA 23219-4074

**ATTORNEY DOCKET NUMBER:** 73306.40

**NAME OF SUBMITTER:** Stephen P. Demm

**SIGNATURE:** /Stephen P. Demm/

**DATE SIGNED:** 06/06/2014

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

May 1, 2014

WHEREAS, MILLER PAINT CO., INC. ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain of its affiliates, the lenders party thereto and NewStar Business Credit, LLC, as administrative agent ("Secured Party") have entered into that certain Loan and Security Agreement dated as of May 1, 2014 (as the same may be amended and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Proprietary Rights (as defined in the Loan Agreement), which includes all trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.


This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:

**GRANTOR:**

MILLER PAINT CO., INC.

By:   
Name: STEPHEN L. DEARBORN  
Title: CEO & PRESIDENT

**SECURED PARTY:**

NEWSTAR BUSINESS CREDIT, LLC,  
as administrative agent

By: \_\_\_\_\_  
Name: Tanner J. Pump  
Title: Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date set forth above.

Acknowledged:


**GRANTOR:**

MILLER PAINT CO., INC.


By: \_\_\_\_\_  
Name:  
Title:

**SECURED PARTY:**

NEWSTAR BUSINESS CREDIT, LLC,  
as administrative agent

By:  \_\_\_\_\_  
Name: Tanner J. Pump  
Title: Vice President

Schedule 1  
to Trademark  
Security Agreement

Mark	Owner	Serial or Reg. No.
EVOLUTION	Miller Paint Co., Inc.	3,059,326
FOUNDATION PRIMER	EVOLUTION	2,968,844
ACRIMETAL	EVOLUTION	2,107,918
MILASTIC	EVOLUTION	2,041,431
MILLER PAINTS TRADE MARK and Design  	EVOLUTION	1,927,872
MILLER	EVOLUTION	1,939,566
TUFF-TREAD	EVOLUTION	1,927,866
PRO-JEX	EVOLUTION	1,919,143
ACRINAMEL	EVOLUTION	1,917,516
KRIL	EVOLUTION	1,932,925
ACRO LATEX ENAMEL	EVOLUTION	1,919,142
RUBBER-LUSTRE	EVOLUTION	1,919,144