## 900293772 07/01/2014

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM309290

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Latricrete International, Inc.		06/26/2014	CORPORATION: CONNECTICUT

#### **RECEIVING PARTY DATA**

Name:	Citizens Bank, National Association		
Street Address:	90 State House Square, 10th Floor		
Internal Address:	Clifford Mellor		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark	
Registration Number:	3087037	BULLETPROOF	
Registration Number:	3087036	IMPREGNATOR PRO	
Registration Number:	3325224	REVITALIZER	
Registration Number:	3091983	STONETECH	
Serial Number:	85708890	PAVER ARMOR PRO	
Serial Number:	85708894	PAVER ARMOR	

#### CORRESPONDENCE DATA

**Fax Number:** 8602783802

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.

**Phone:** 8603312698

**Email:** dpraus@hinckleyallen.com

Correspondent Name: Danielle Ryan-Praus
Address Line 1: 20 Church Street

Address Line 2: Hinckley, Allen & Snyder LLP
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Danielle Ryan-Praus
SIGNATURE:	/s/ Danielle Ryan-Praus

TRADEMARK REEL: 005313 FRAME: 0321

900293772

DATE SIGNED:	07/01/2014
Total Attachments: 4	
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TRADEMARK REEL: 005313 FRAME: 0322

### ASSIGNMENT FOR SECURITY

### (TRADEMARKS)

WHEREAS, LATICRETE INTERNATIONAL, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed <u>Schedule 1A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into an Amended and Restated Trademark Security Agreement dated December 10, 2010 (the "Security Agreement") in favor of Citizens Bank, National Association (formerly known as RBS Citizens, National Association) (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, Assignor and Assignee have entered into that certain First Amendment to Amended and Restated Trademark Security Agreement dated July 24, 2013;

WHEREAS, Assignor and Assignee have entered into that certain Second Amendment to Amended and Restated Trademark Security Agreement dated June 30, 2014 (the "Second Amendment"); and

WHEREAS, pursuant to the Second Amendment, Assignor agreed to enter into this Assignment for Security (Trademarks).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, as amended by the Amendment, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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TRADEMARK REEL: 005313 FRAME: 0323

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 30, 2014.

Witnessed by:	LATICRETE INTERNATIONAL, INC.
JULIA Print Name: The Nalker II	Name: James F. Walker Title: Senior Vice President – Finance and Administration and Treasurer
STATE OF	June <u>26</u> , 2014

On this \_\_ day of June, 2014, before me, the undersigned authority, personally appeared James F. Walker, who acknowledged himself to be the Senior Vice President - Finance and Administration and Treasurer of LATICRETE INTERNATIONAL, INC. a Connecticut corporation (the "Company"), and that he as such Senior Vice President - Finance and Administration and Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as such Senior Vice President - Finance and Administration and Treasurer and as his and its free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

Lucas Delorenzo

Notary Public Commission Expires August 16, 2017
My Commission Expires.

Commissioner of the Superior Court

[Signature Page to Assignment for Security (Trademarks)]

## SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

# (U.S. TRADEMARKS AND TRADEMARK APPLICATIONS)

Trademark	Country	Registration Number	Registration	Next Renewal
BULLETPROOF	United Arab Emirates	159247	03 Nov 2011	25 Oct 2020
BULLETPROOF	United Arab Emirates	161739	02 Jan 2012	03 Apr 2018
BULLETPROOF	United States Of America	3087037	02 May 2006	02 May 2016
IMPREGNATOR PRO	United States Of America	3087036	02 May 2006	02 May 2016
PAVER ARMOR	United States Of America	85708894	Pending Application	
PAVER ARMOR	United States Of	85708890	Pending	
PRO	America		Application	
REVITALIZER	United States Of America	3325224	30 Oct 2007	30 Oct 2017
STONETECH	Canada	TMA763685	08 Apr 2010	08 Apr 2025
STONETECH	Colombia	T2012/156916 – CL 2	Pending Application	
STONETECH	Colombia	T2012/156910 – CL 3	Pending Application	
STONETECH	Mexico	1123223	29 Sep 2009	21 Nov 2018
STONETECH	United Arab Emirates	160135	14 Nov 2011	02 Aug 2020
STONETECH	United Arab Emirates	160136	14 Nov 2011	02 Aug 2020
STONETECH	United Arab Emirates	159263	03 Nov 2011	03 Apr 2018
STONETECH	United States Of	3091983	16 May 2006	16 May 2016

Schedule 1A

TRADEMARK REEL: 005313 FRAME: 0325

America		

The pending applications for PAVER ARMOR and PAVER ARMOR PRO in the United States are being opposed by Cambridge Pavers per enclosed facts:

Cambridge Pavers, Inc. v. DuPont

Opposition No. 91212083

App. Ser. Nos. 85/708,890 (PAVER ARMOR PRO) & 85/708,894 (PAVER ARMOR)

Status of Opposition: DuPont has filed a protective order on May 23, 2014 including DuPont's First Set of Requests for Production of Documents and Things to Opposer and First Set of Interrogatories to Opposer. Cambridge's responses to DuPont's requests are due on June 27, 2014. This matter is being handled by DuPont outside counsel Kilpatrick Townsend together with lead DuPont counsel Giselle Ruiz Arthur.

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RECORDED: 07/01/2014

TRADEMARK REEL: 005313 FRAME: 0326