

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324532

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premix, Inc.		11/05/2014	CORPORATION:
Quantum Composites, Inc.		11/05/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2056049	AMC
Registration Number:	2485297	COMPAREM
Registration Number:	4215603	ENGINEERED STRUCTURAL COMPOSITES
Registration Number:	4256116	ESC
Registration Number:	2275945	LYTEX
Registration Number:	2300007	OPTORR
Registration Number:	1297607	OVENAL
Registration Number:	2529599	PEMTEX
Registration Number:	0933714	PREMI-GLAS
Registration Number:	3865220	PREMI-GLAS 2550
Registration Number:	1125099	PREMI-JECT
Registration Number:	1253245	PREMIX
Registration Number:	1425746	PREMIX
Registration Number:	1626775	PREMIX
Registration Number:	1489783	QUANTUM COMPOSITES
Registration Number:	4116440	THE COMPOSITES GROUP
Registration Number:	1335935	TMC
Registration Number:	2049531	OUTSIDE THE BOX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2049532	MAGELLAN MALL
Registration Number:	2049530	MANSFIELD
Registration Number:	2047312	DON VITO
Registration Number:	27338	
Registration Number:	252772	WHISTOJEL
Registration Number:	268560	
Registration Number:	268561	
Registration Number:	268562	
Registration Number:	268563	
Registration Number:	268564	
Serial Number:	86297770	PREMIERLT
Serial Number:	86314565	PREMIERUV
Serial Number:	86248620	PREMI-LITE
Serial Number:	85732957	SYMTERRA
Serial Number:	85967995	UVISTA
Registration Number:	503409	HAWKISON
Registration Number:	305629	
Registration Number:	357515	
Registration Number:	26354	
Registration Number:	12091	

CORRESPONDENCE DATA

Fax Number: 2129408776
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: 2129406522
Email: christine.guthrie@kattenlaw.com
Correspondent Name: Christine Guthrie
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Christine Guthrie
SIGNATURE:	/christine guthrie/
DATE SIGNED:	11/26/2014

Total Attachments: 18
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 5, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of November 5, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of February 29, 2012 in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers under the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, subject to its reasonable business judgment, in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each 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.

Very truly yours,

PREMIX, INC.,
an Ohio corporation,
as Grantor


By: 
Name: Gregory T. Knipp
Title: Corporate Controller

QUANTUM COMPOSITES, INC.,
an Ohio corporation,
as Grantor

By: 
Name: Gregory T. Knipp
Title: Corporate Controller

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: David Indelicato
Title: Duty Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

See Attached.

Schedule 1 Trademark Registrations

SCHEDULE 1

Trademark Registrations

TRADEMARKS¹

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
PREMIX INC.	U.S. Federal	AMC	74669441	2056049	1997-04-22	REGISTERED
QUANTUM COMPOSITES INC.	U.S. Federal	COMPAREM	76145036	2485297	2001-09-04	REGISTERED
QUANTUM COMPOSITES INC.	U.S. Federal	ENGINEERED STRUCTURAL COMPOSITES	85407370	4215603	2012-09-25	REGISTERED Supplemental Register
QUANTUM COMPOSITES INC.	U.S. Federal	ESC	85407332	4256116	2012-12-11	REGISTERED
QUANTUM COMPOSITES INC.	U.S. Federal	LYTEX	75503515	2275945	1999-09-07	REGISTERED
PREMIX INC.	U.S. Federal	OPTORR	75592460	2300007	1999-12-14	REGISTERED

¹ NTD: line items highlighted in RED TEXT are trademarks that were disclosed but not verified by our searches.

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
PREMIX INC.	U.S. Federal	OVENAL	73420850	1297607	1984-09-25	REGISTERED
QUANTUM COMPOSITES INC.	U.S. Federal	PEMTEX	76162442	2529599	2002-01-15	REGISTERED
PREMIX INC.	U.S. Federal	PREMIERLT	86297770			PENDING Intent to Use
PREMIX INC.	U.S. Federal	PREMIERUV	86314565			PENDING Intent to Use
PREMIX INC.	U.S. Federal	PREMI-GLAS	72381535	0933714	1972-05-16	REGISTERED
PREMIX INC.	U.S. Federal	PREMI-GLAS 2550	77678900	3865220	2010-10-19	REGISTERED
PREMIX INC.	U.S. Federal	PREMI-JECT	73167042	1125099	1979-09-18	REGISTERED
PREMIX INC.	U.S. Federal	PREMI-LITE	86248620			PENDING Intent to Use
PREMIX INC.	U.S. Federal	PREMIX	73211472	1253245	1983-10-04	REGISTERED
PREMIX INC.	U.S. Federal	PREMIX	73586805	1425746	1987-01-20	REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
PREMIX INC.	U.S. Federal	PREMIX	73829082	1626775	1990-12-11	REGISTERED
QUANTUM COMPOSITES INC.	U.S. Federal	QUANTUM COMPOSITES	73689787	1489783	1988-05-31	REGISTERED
PREMIX INC.	U.S. Federal	SYMTERRA	85732957			PUBLISHED (PENDING) Intent to Use
	U.S. Federal	THE COMPOSITES GROUP	85313018	4116440	2012-03-20	REGISTERED Supplemental Register
PREMIX INC.	U.S. Federal	TMC	73484562	1335935	1985-05-14	REGISTERED
PREMIX INC.	U.S. Federal	UVISTA	85967995			PUBLISHED (PENDING) Intent to Use
	U.S. State - Ohio	ENGINEERED STRUCTURAL COMPOSITES in class 1 (State of Ohio)		2049531	2011-09-09	
	U.S. State - Ohio	ENGINEERED STRUCTURAL COMPOSITES in class 1 (State of Ohio)		2049532	2011-09-09	

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
		of Ohio)				
	U.S. State - Ohio	ESC in class 1 (State of Ohio)		2049530	2011-09-09	
	U.S. State - Ohio	ESC in class 42 (State of Ohio)		2047312	2011-09-09	
	Puerto Rico	PREMI-GLAS		6259		
	Puerto Rico	PREMI-JECT		27338		
PREMIX INC.	Australia	PREMI-GLAS	252772	252772	1971-10-14	REGISTERED
PREMIX INC.	Australia	PREMI-GLAS	268560	268560	1973-05-21	REGISTERED
PREMIX INC.	Australia	PREMI-GLAS	268561	268561	1973-05-21	REGISTERED
PREMIX INC.	Australia	PREMI-GLAS	268562	268562	1973-05-21	REGISTERED
PREMIX INC.	Australia	PREMI-GLAS	268563	268563	1973-05-21	REGISTERED
PREMIX INC.	Australia	PREMI-GLAS	268564	268564	1973-05-21	REGISTERED
QUANTUM COMPOSITES	Benelux	LYTEX	765877	R 503409		REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
INC.						
PREMIX INC.	Benelux	PREMI-GLAS	551480	R 305629		REGISTERED
PREMIX INC.	Benelux	PREMI-JECT	628175	R 357515		REGISTERED
PREMIX INC.	Bosnia-Herzegovina	PREMI GLAS	411/75	26354	1982-08-10	REGISTERED
PREMIX INC.	Brazil	PREMI - JECT	007032064	007032064	1979-11-25	REGISTERED
PREMIX INC.	Brazil	PREMI-GLAS	006817580	006817580	1978-12-10	REGISTERED
PREMIX INC.	Brazil	PREMI-GLAS	815491751	815491751	1992-06-02	REGISTERED
PREMIX INC.	Bulgaria	PREMI-GLAS	75000442N	10150	1975-10-15	REGISTERED
QUANTUM COMPOSITES INC.	Canada	LYTEX	684331	TMA424525	1994-03-04	REGISTERED
PREMIX INC.	Canada	PREMI-GLAS	340186	TMA181449	1971-02-11	REGISTERED
PREMIX INC.	Canada	PREMI-JECT	465298	TMA262332	1981-09-11	REGISTERED
PREMIX INC.	Canada	PREMI-PLATE	476594	TMA289704	1984-04-13	REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
PREMIX INC.	Canada	PREMIX	442967	TMA325121	1987-03-27	REGISTERED
PREMIX INC.	China	PREMI-GLAS	970103203	1238043	1999-01-14	
PREMIX INC.	China	PREMIX	1228494	1228494	1998-12-07	REGISTERED
QUANTUM COMPOSITES INC.	China	QUANTUM COMPOSITES	6862313	6862313	2011-10-28	REGISTERED
QUANTUM COMPOSITES INC.	China	QUANTUM COMPOSITES	6862314	6862314	2011-12-07	REGISTERED
PREMIX INC.	Denmark	PREMI-GLAS	VA 003742 1971	VR 003300 1972	1972-10-13	REGISTERED
PREMIX INC.	Denmark	PREMI-JECT	VA 000203 1979	VR 000879 1980	1980-02-15	REGISTERED
Premix, Inc.	Estonia	PREMI-GLAS	9300587	12091	1994-08-09	Appears to have expired 6/6/2014
Premix, Inc.	Estonia	PREMI-JECT	9300584	15430	1995-04-06	REGISTERED
PREMIX INC.	Estonia	PREMIX	9300585	15993	1995-06-29	REGISTERED
PREMIX INC.	Finland	PREMI-GLAS	197105136	64181	1975-08-14	REGISTERED
PREMIX INC.	Finland	PREMI-JECT	197900229	79009	1981-10-	REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
QUANTUM COMPOSITES INC.	France	LYTEX	INPI 296794	N 1677804	05	REGISTERED
PREMIX INC.	France	PREMI GLAS	INPI 302387	N 1685299		REGISTERED
PREMIX INC.	France	PREMI JECT	INPI 100568	N 1506948		REGISTERED
	Georgia	PREMI-GLAS		11732		
QUANTUM COMPOSITES INC.	Germany	LYTEX	Q 1574	2101908	1996-11-28	REGISTERED
PREMIX INC.	Germany	PREMI GLAS	DDW 50385	640514 DD	1974-11-05	REGISTERED
PREMIX INC.	Germany	PREMI JECT	P 25730	1002274	1980-05-21	REGISTERED
		PREMIX SMC/BMC MOLDING COMPOUNDS	P 23297	952876	1976-12-22	REGISTERED
PREMIX INC.	Hungary	Premi-glas	M7400856	117090		REGISTERED
PREMIX INC.	Hungary	PREMI-JECT	M7900161	121483	1979-07-02	REGISTERED
PREMIX INC.	India	PREMIGLAS	276194			REGISTERED
PREMIX INC.	India	PREMIGLAS	276195			REGISTERED
	Iran	PREMI-GLAS		43189	2005-06-04	

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
PREMIX INC.	Israel	PREMI GLASS	37883			REGISTERED
PREMIX INC.	Israel	PREMI-GLAS	34418			REGISTERED
PREMIX INC.	Italy	Design Only	TO/2010/002772	1333079	2010-09-14	REGISTERED
QUANTUM COMPOSITES INC.	Italy	LYTEX	TO/2011/001895	1463413	2011-09-23	REGISTERED
PREMIX INC.	Italy	PREMI - GLAS	TO/2011/003314	1466417	2011-11-02	REGISTERED
PREMIX INC.	Italy	PREMI - JECT	TO/2008/003754	1304692	2010-06-07	REGISTERED
	Italy	PREMI-GLAS		615644	2004-11-23	
PREMIX INC.	Japan	LYTEX	H03-064208	2584302	1993-10-29	REGISTERED
PREMIX INC.	Japan	PREMI-GLAS	S46-092835 Renewal App No. H07-706775	1121117	1975-05-12	REGISTERED
PREMIX INC.	Japan	PREMI-GLAS	S47-074101	1380051	1979-05-31	REGISTERED
PREMIX INC.	Japan	PREMI-GLAS	S47-074100	1380050	1979-05-31	REGISTERED
PREMIX INC.	Japan	PREMI-JECT	H04-175469	3009971	1994-11-30	REGISTERED
	Kosovo	PREMI GLAS	411/75	26354	1982-08-	REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
					10	
PREMIX INC.	Macedonia (FYRM)	PREMI GLAS	411/75	26354	1982-08-10	REGISTERED
PREMIX INC.	Malaysia	PREMI-GLASS	91001689		1996-04-09	REGISTERED
PREMIX INC.	Malaysia	PREMI-JECT	91001688		1996-03-04	REGISTERED
PREMIX INC.	Malaysia	PREMIX	91001687		2004-03-13	REGISTERED
PREMIX INC.	Mexico	PREMI-GLAS		373348		REGISTERED
PREMIX INC.	Mexico	PREMIX	298086	553278	1997-06-30	REGISTERED
PREMIX INC.	Mexico	PREMIX	298087	553279	1997-06-30	REGISTERED
PREMIX INC.	Montenegro	PREMI GLAS	411/75	26354	1982-08-10	REGISTERED
PREMIX INC.	Norway	PREMI-GLAS	108591	87164	1973-02-01	REGISTERED
PREMIX INC.	Poland	PREMI-GLAS	73230	52551	1974-11-11	REGISTERED
PREMIX INC.	Portugal	PREMI-GLAS	171725 MNA	171725 MNA	1975-11-12	REGISTERED
PREMIX INC.	Russia	PREMI-GLAS	68769	51330	1974-11-28	Appears to have expired 6/6/2014
PREMIX INC.	Serbia	PREMI GLAS	411/75	26354	1982-08-	REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
					10	
PREMIX INC.	Singapore	PREMI-GLAS	T9102926E			REGISTERED
PREMIX INC.	Singapore	PREMI-JECT	T9102928A			REGISTERED
PREMIX INC.	Singapore	PREMIX	T9102927C			REGISTERED
PREMIX INC.	Slovenia	PREMI-GLAS	7580411	7580411	1996-09-03	REGISTERED
	South Africa	PREMI-GLAS		71/4600		
	South Africa	PREMI-GLAS		71/4599		
PREMIX INC.	South Korea	PREMI JECT	40-1988-0005361	4001758130000	1989-07-29	REGISTERED
PREMIX INC.	Spain	PREMI-GLAS	657 220	657 220	1976-11-15	REGISTERED
PREMIX INC.	Spain	PREMI-GLAS	657220 M	657220 M	1976-11-15	REGISTERED
PREMIX INC.	Spain	PREMI-GLAS	797997 M	797997 M	1977-01-24	REGISTERED
PREMIX INC.	Sweden	PREMI-GLAS	1971/03925	140993	1972-10-20	REGISTERED
PREMIX INC.	Sweden	PREMI-JECT	1979/00172	167696	1979-05-11	REGISTERED
PREMIX INC.	Switzerland	PREMI GLAS	6746/1991	P-393176	1992-06-04	REGISTERED
PREMIX INC.	Taiwan	PREMI GLAS	077030272	00450673	1989-08-16	REGISTERED
PREMIX INC.	Taiwan	PREMI JECT	077030273	00450651	1989-08-	REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
					16	
PREMIX INC.	Thailand	PREMI-GLAS		137131	1991-03-20	REGISTERED
PREMIX INC.	Thailand	PREMI-JECT	442850	137732	1991-03-20	REGISTERED
PREMIX INC.	Thailand	PREMIX	442848	130627	1991-03-20	REGISTERED
PREMIX INC.	Thailand	PREMIX	213096	153147	1991-03-20	REGISTERED
PREMIX INC.	Turkey	premi-glas	85/087926	87926		REGISTERED
PREMIX INC.	Ukraine	PREMI-GLAS	68769/SU	2481	1993-11-15	Appears to have expired 6/6/2014
PREMIX INC.	Ukraine	PREMIX	93074014	8904	1997-10-31	Appears to have expired 7/29/2013
QUANTUM COMPOSITES INC.	United Kingdom	LYTEX	1469611	1469611	1996-12-13	REGISTERED
QUANTUM COMPOSITES INC.	United Kingdom	LYTEX	1469612	1469612	1993-07-16	REGISTERED
PREMIX INC.	United Kingdom	PREMI-GLAS	981116	981116	1971-09-29	REGISTERED
PREMIX INC.	United Kingdom	PREMI-GLAS	987557	987557	1972-02-17	REGISTERED

OWNER	COUNTRY	MARK	APP. NO.	REG. NO.	REG. DATE	STATUS
PREMIX INC.	United Kingdom	PREMI-JECT	1111003	1111003	1979-03-14	REGISTERED