

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
United Gilsonite Laboratories		12/31/2014	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: PENNSYLVANIA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	1711012	AQUA ZAR
Registration Number:	1545984	D-GLOSS
Registration Number:	0593776	DRYLOK
Registration Number:	1940692	DRYLOK
Registration Number:	1669473	FAST PLUG
Registration Number:	1196044	FASTRIP
Registration Number:	0854472	GLAZOL
Registration Number:	1361873	LASTICAULK
Registration Number:	0404190	MEX
Registration Number:	0870339	NITE-BRITE
Registration Number:	0403228	NUDECK
Serial Number:	86224250	NUDECK
Registration Number:	0972712	PLASTER-PATCH
Registration Number:	1773963	SAFE GRIP
Registration Number:	3286423	SALTLOK
Registration Number:	1439729	TEMPROOF
Registration Number:	1556433	UGL
Registration Number:	1565322	UGL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1548807	UGL
Registration Number:	1559816	UGL
Registration Number:	1556852	UGL
Registration Number:	1563317	UGL
Registration Number:	1018649	UGL
Registration Number:	0787294	ZAR
Registration Number:	0696989	ZAR
Registration Number:	1587811	ZAR
Registration Number:	1587377	ZAR
Registration Number:	1587335	ZAR

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-01343

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 01/05/2015

Total Attachments: 14

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 31st day of December, 2014 by **UNITED GILSONITE LABORATORIES**, a Pennsylvania corporation ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("Lender");

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Revolving Credit, Term Loan, and Security Agreement with Lender, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lender;

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and patent listed on Schedule 1 annexed hereto, (such trademarks and patents, the "Trademarks" and "Patents") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

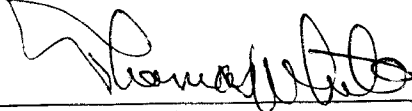
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UNITED GILSONTE LABORATORIES

By: 
Name: Thomas White
Title: President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name: Ronald Heiken
Title: Vice President

**[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]**

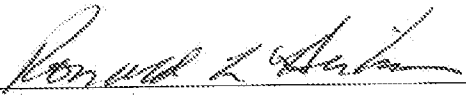
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

UNITED GILSONITE LABORATORIES

By: _____
Name: Thomas White
Title: President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION

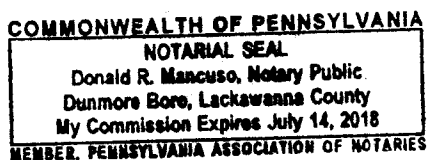
By:  _____
Name: Ronald Heiken
Title: Vice President


[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF LACKAWANNA :

On this 24 of December, 2014, before me personally appeared Thomas White, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of United Gilsonite Laboratories, a Pennsylvania corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.





Notary Public
My Commission Expires:

[ACKNOWLEDGEMENT PAGE TO
TRADEMARK AND PATENT SECURITY AGREEMENT]

Schedule I

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
Australia	DRYLOK	A526342	03-Jan-1990
Australia	DRYLOK	A526341	03-Jan-1990
Australia	UGL (Stylized)	B526344	03-Jan-1990
Australia	UGL (Stylized)	B526343	03-Jan-1990
Austria	DRYLOK	94613	01-Aug-1980
Austria	ZAR	97681	14-Sep-1981
Benelux	DRYLOK (Stylized)	363344	14-Jan-1980
Benelux	ZAR	372813	09-Apr-1981
Brazil	DRYLOK	820117315	23-May-2000
Brazil	DRYLOK	819866997	18-Jul-2000
Brazil	DRYLOK	819866989	10-Jul-2001
Brunei Darussalam	DRYLOK	16313	24-Apr-1990
Brunei Darussalam	DRYLOK	16312	24-Apr-1990
Brunei Darussalam	UGL (Stylized)	16522	08-May-1990
Brunei Darussalam	UGL (Stylized)	16521	08-May-1990
Canada	DRYLOK	TMA423,156	18-Feb-1994
Canada	DRYLOK (Stylized)	TMA244,542	09-May-1980
Canada	NUDECK	N/A	11-Sep-2014
Canada	RAIN STAIN	TMA202,351	11-Oct-1974
Canada	UGL (Stylized)	TMA244,573	09-May-1980
Canada	ZAR	TMA120,479	16-Dec-1960
China (People's Republic)	DRYLOK	1146184	28-Jan-1998

Schedule I

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
China (People's Republic)	DRYLOK	1146233	28-Jan-1998
China (People's Republic)	DRYLOK	1152069	21-Feb-1998
China (People's Republic)	DRYLOK	1166102	14-Apr-1998
China (People's Republic)	UGL	5565970	21-Oct-2009
China (People's Republic)	UGL	5565959	21-Oct-2009
China (People's Republic)	UGL	5565960	21-Oct-2009
China (People's Republic)	UGL	5565961	21-Oct-2009
China (People's Republic)	UGL	5565962	21-Oct-2009
China (People's Republic)	UGL ZAR	7035962	28-Jul-2010
Denmark	DRYLOK	VR198100750	13-Feb-1981
Denmark	ZAR	VR198103904	04-Dec-1981
Finland	DRYLOK	83264	05-Nov-1982
Finland	ZAR	84630	07-Mar-1983
France	DRYLOK	1,557,053	25-Oct-1989
France	ZAR	1633141	13-Dec-1990
Germany	DRYLOK	1027808	09-Jan-1980
Germany	ZAR	1049382	23-Apr-1981

Schedule I

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
Greece	DRYLOK	69723	18-Jan-1983
Greece	ZAR	64756	11-Oct-1989
Israel	DRYLOK	51981	10-Apr-1981
Israel	ZAR	52484	08-Jul-1981
Italy	DRYLOK	386254	07-Jan-1986
Italy	ZAR	472,487	23-Mar-1987
Italy	ZAR	589078	26-Feb-1993
Italy	ZAR	825869	04-Oct-2000
Japan	DRYLOK	2441044	31-Jul-1992
Japan	DRYLOK	2717028	31-Oct-1996
Korea, Republic of	DRYLOK	205974	28-Nov-1990
Korea, Republic of	DRYLOK	222764	02-Oct-1991
Korea, Republic of	UGL	222796	02-Oct-1991
Korea, Republic of	UGL	205975	28-Nov-1990
Lebanon	DRYLOK	70992	11-Dec-1996
Lithuania	DRYLOK	40832	15-Jun-1999
Lithuania	UGL	40830	20-Nov-2000
Lithuania	ZAR	40831	20-Nov-2000
Malaysia	DRYLOK	89/07747	15-Dec-1989
Malaysia	DRYLOK	89/07748	15-Dec-1989
Malaysia	UGL (Stylized)	90/02288(B)	06-Apr-1990
Malaysia	UGL (Stylized)	90/02287(B)	06-Apr-1990
New Zealand	DRYLOK	B198920	08-Jan-1990

Schedule I

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
New Zealand	DRYLOK	B198917	08-Jan-1990
New Zealand	UGL	B282097	17-Jun-1998
New Zealand	UGL	B282096	09-Sep-1997
New Zealand	UGL (Stylized)	B198918	08-Jan-1990
New Zealand	UGL (Stylized)	B198919	08-Jan-1990
Norway	DRYLOK (Stylized)	115,725	16-Feb-1984
Norway	ZAR	111,500	08-Jul-1982
Philippines	DRYLOK	4-1997-117625	10-Feb-2003
Philippines	DRYLOK	4-1997-117627	10-Feb-2003
Philippines	DRYLOK	4-2009-000256	08-Jun-2009
Philippines	DRYLOK	4-2009-000257	08-Jun-2009
Portugal	DRYLOK	212237	11-Mar-1987
Singapore	DRYLOK	8148/89	09-Dec-1989
Singapore	DRYLOK	8147/89	09-Dec-1989
Spain	ZAR	971550	20-Oct-1981
Sweden	DRYLOK	176,937	05-Jun-1981
Sweden	UGL	400273	16-Jan-2009
Sweden	ZAR	398336	24-Oct-2008
Switzerland	DRYLOK	2P-304863	11-Feb-1980
Switzerland	ZAR	311974	23-Mar-1981
Taiwan	DRYLOK	505175	16-Dec-1990
Taiwan	DRYLOK	494796	16-Sep-1990
Taiwan	UGL	505174	16-Dec-1990

Schedule I

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
Taiwan	UGL	494795	16-Sep-1990
Taiwan	ZAR	929491	16-Feb-2001
Thailand	DRYLOK	TM114332	30-Apr-1990
Thailand	DRYLOK	TM114336	30-Apr-1990
Thailand	DRYLOK	TM114337	30-Apr-1990
Thailand	UGL (Stylized)	TM116723	12-Jun-1990
Thailand	UGL (Stylized)	TM119983	12-Jun-1990
Turkey	DRYLOK	182990	26-Feb-1997
United Kingdom	DRYLOK	1139821	05-Sep-1980
United Kingdom	UGL	2,014,508	16-Mar-1995
United Kingdom	ZAR	B1154547	22-May-1981
United States of America	AQUA ZAR	1,711,012	01-Sep-1992
United States of America	D-GLOSS	1,545,984	04-Jul-1989
United States of America	DRYLOK	593,776	17-Aug-1954
United States of America	DRYLOK	1,940,692	12-Dec-1995
United States of America	FAST PLUG	1,669,473	24-Dec-1991
United States of America	FASTRIP	1,196,044	25-May-1982
United States of America	GLAZOL (Stylized)	854,472	13-Aug-1968
United States of America	LASTICAULK	1,361,873	24-Sep-1985
United States of America	MEX (Stylized)	404,190	09-Nov-1943
United States of America	NITE-BRITE (Stylized)	870,339	03-Jun-1969
United States of America	NUDECK	403,228	14-Sep-1943
United States of America	NUDECK	86/224,250	Pending

Schedule I

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
United States of America	PLASTER-PATCH	972,712	13-Nov-1973
United States of America	SAFE GRIP	1,773,963	01-Jun-1993
United States of America	SALTLOK	3,286,423	28-Aug-2007
United States of America	TEMPROOF	1,439,729	19-May-1987
United States of America	UGL	1,556,433	19-Sep-1989
United States of America	UGL	1,565,322	14-Nov-1989
United States of America	UGL	1,548,807	25-Jul-1989
United States of America	UGL	1,559,816	10-Oct-1989
United States of America	UGL	1,556,852	19-Sep-1989
United States of America	UGL	1,563,317	31-Oct-1989
United States of America	UGL (Stylized)	1,018,649	26-Aug-1975
United States of America	ZAR	787,294	23-Mar-1965
United States of America	ZAR	696,989	03-May-1960
United States of America	ZAR	1,587,811	20-Mar-1990
United States of America	ZAR	1,587,377	20-Mar-1990
United States of America	ZAR	1,587,335	20-Mar-1990
Viet Nam	DRYLOK	26939	08-May-1998

POWER OF ATTORNEY

UNITED GILSONITE LABORATORIES, a Pennsylvania corporation (the “Grantor”), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, “Lender”) under that certain Revolving Credit, Term Loan, and Security Agreement among Lender and Grantor dated as of December 31, 2014 (as it may be amended, modified, restated or replaced from time to time, the “Loan Agreement”), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Trademark and Patent Security Agreement”), including, without limitation, the power to record its interest in any trademarks and patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Patents to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

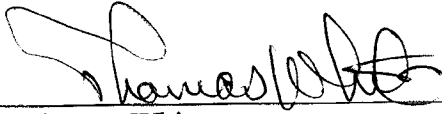
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement, dated the date hereof, between Grantor and Lender, and takes effect solely for the purposes thereof and is subject to the conditions thereof and of the Loan Agreement, and may not be revoked until the payment in full of the Obligations (as defined in the Loan Agreement) and termination of the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

UNITED GILSONITE LABORATORIES

By: 
Name: Thomas White
Title: President

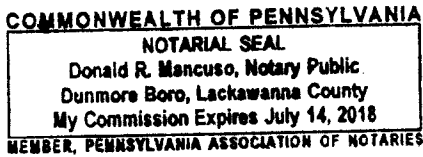
**[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]**


**TRADEMARK
REEL: 005433 FRAME: 0899**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF PENNSYLVANIA : SS
COUNTY OF LACKAWANNA :

On this 24 of December, 2014 before me personally appeared Thomas White, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of United Gilsonite Laboratories, a Pennsylvania corporation, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.





Notary Public
My Commission Expires:

[ACKNOWLEDGEMENT PAGE TO POWER OF ATTORNEY TO TRADEMARK AND
PATENT SECURITY AGREEMENT]