

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM331511

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WATERTITE PRODUCTS, INC.		02/06/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1871200	AB & A	
<b>Registration Number:</b>	2433102	TRAP WRAP	
<b>Registration Number:</b>	2575651	TRUEBRO	
<b>Registration Number:</b>	2027294	LAV GUARD	
<b>Registration Number:</b>	2010043	LAV SHIELD	
<b>Registration Number:</b>	2671795	TB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	312-577-8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN MUCHIN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	207170-743		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	02/09/2015		

CH \$165.00 1871200

**Total Attachments: 5**

source=Trademark Security Agreement (Watertite Products, Inc.)#page1.tif

source=Trademark Security Agreement (Watertite Products, Inc.)#page2.tif

source=Trademark Security Agreement (Watertite Products, Inc.)#page3.tif

source=Trademark Security Agreement (Watertite Products, Inc.)#page4.tif

source=Trademark Security Agreement (Watertite Products, Inc.)#page5.tif

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2015, is made by Watertite Products, Inc., a California corporation (the "Grantor"), 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).

### **W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of February 6, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Intermediate Holdings Merger Sub, Inc., a Delaware corporation ("IPS Merger Sub") and Adhesives Merger Sub, Inc., a Delaware corporation ("Adhesives Merger Sub"), as the Initial Borrowers, Grantor, IPS Structural Adhesives Holdings, Inc., a Delaware corporation ("IPSA Holdings"), IPS Structural Adhesives, Inc., a Delaware corporation ("IPS Adhesives"), IPS Intermediate Holdings Corporation, a Delaware corporation ("Intermediate Holdings"), IPS Corporation, a Delaware corporation ("IPS"), and Weld-On Adhesives, Inc., a California corporation ("Weld-On" and together with IPS Merger Sub, Adhesives Merger Sub, Grantor, IPSA Holdings, IPS Adhesives, Intermediate Holdings, IPS and Weld-On, collectively, the "Borrowers"), IPS Acquisition, LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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 Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

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

Grant of Security Interest in Trademark Collateral. The 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 the 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 of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, 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.

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 the 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 irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein or in the Guaranty and Security Agreement to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

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.

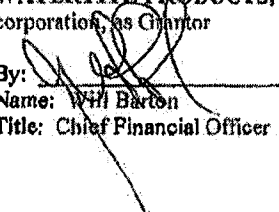
Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York, without regard to conflict of law principles.

[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,

**WATERTITE PRODUCTS, INC.**, a California  
corporation, as Grantor

By:   
Name: Will Barton  
Title: Chief Financial Officer

Trademark Security Agreement (IPS)

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**  
as Agent

By:   
Name: Ankur Gupta  
Title: Senior Vice President

Trademark Security Agreement (IPS)

**TRADEMARK**  
**REEL: 005456 FRAME: 0026**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**WATERTITE PRODUCTS, INC.**

**United States Registered Trademarks**

<b>Jurisdiction</b>	<b>Mark</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Owner</b>
United States	AB&A (stylized)	3-Jan-1995	1871200	WATERTITE PRODUCTS, INC.
United States	TRAP WRAP	6-Mar-2001	2433102	WATERTITE PRODUCTS, INC.
United States	TRUEBRO	4-Jun-2002	2575651	WATERTITE PRODUCTS, INC.
United States	LAV GUARD	31-Dec-1996	2027294	WATERTITE PRODUCTS, INC.
United States	LAV SHIELD	22-Oct-1996	2010043	WATERTITE PRODUCTS, INC.
United States	TB	7-Jan-2003	2671795	WATERTITE PRODUCTS, INC.