

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Shelf Laminated Products, Inc.		03/30/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	Tippecanoe Rd. Bldg. D		
Internal Address:	Suite 102		
City:	Canfield		
State/Country:	OHIO		
Postal Code:	44406		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2942975	TRANSOLID	
Registration Number:	3305784	NATURAL SELECTIONS	
Registration Number:	2037770	TRANSOLID	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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>			
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-1063/1707/TSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	04/14/2015		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 30, 2015 (the "Effective Date"), is entered into by and between **TOP SHELF LAMINATED PRODUCTS, INC.**, an Ohio corporation ("Debtor"), whose principal place of business and mailing address is 400 Dietz Road, Warren, Ohio 44483, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), with an office at 6715 Tippecanoe Rd. Bldg. D, Suite 102, Canfield, Ohio 44406, and is as follows:

This Agreement is executed in connection with: (a) the Agreement Regarding Loan Documents dated as of the Effective Date (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement Regarding Loan Documents") by and among Lender, Debtor and certain of Debtor's Affiliates, and (b) that certain Credit and Security Agreement dated as of May 6, 2011, as amended by the First Amendment to Credit and Security Agreement dated as of April 3, 2013, the Second Amendment to Credit and Security Agreement dated as of April 30, 2014, the Third Amendment to Loan Documents dated as of July 28, 2014, the Fourth Amendment to Loan Documents dated as of November 7, 2014, the Fifth Amendment to Loan Documents dated as of January 7, 2015, and the Agreement Regarding Loan Documents (as amended and as may be further amended, restated, modified, supplemented, or replaced from time to time, the "Credit Agreement"). Capitalized terms used, but not defined, herein shall have the meaning assigned to them in the Agreement Regarding Loan Documents or the Credit Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of Debtor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Trademark Collateral"): (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations. Debtor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, or any document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Ohio (without reference to Ohio conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

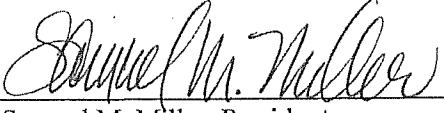
All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Ohio UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Ohio UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used herein, (a) "Ohio UCC" means the Uniform Commercial Code, as adopted in Ohio, as amended or superseded from time to time; and (b) "Uniform Commercial Code" means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party's Lien on, the "Collateral" as defined in the Credit Agreement or Secured Party's rights or remedies respecting the "Collateral". If there is any conflict, ambiguity, or inconsistency, in Secured Party's judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

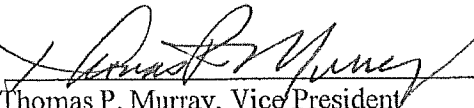
[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

TOP SHELF LAMINATED PRODUCTS, INC.

By: 
Samuel M. Miller, President

FIFTH THIRD BANK

By: 
Thomas P. Murray, Vice President

SCHEDULE I
TRADEMARKS

U.S. TRADEMARKS

Mark	Serial Number	Filing Date	Registration Number	Registration Date
TRANSOLID and Design	78230742	3/27/2003	2942975	4/19/2005
NATURAL SELECTIONS	77070114	12/22/2006	3305784	10/9/2007
TRANSOLID	74671786	5/9/1995	2037770	2/11/1997