

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEATBATH CORPORATION		04/20/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	757102	ALCHROME	
Registration Number:	705357	ALKAWAY	
Registration Number:	3172889	ALTRASEAL	
Registration Number:	2577309	AQUAMAX	
Registration Number:	748189	ARICID	
Registration Number:	791559	BUFLEEN	
Registration Number:	2580135	CHEMSHIELD	
Registration Number:	2763146	CHROMAX	
Registration Number:	993285	CUPRAKOTE	
Registration Number:	899864	DEOXIDE	
Registration Number:	2180516	DERUSTAL	
Registration Number:	746088	DS-9	
Registration Number:	630685	DURACOAT	
Registration Number:	873604	DURASTRIP	
Registration Number:	3928440	ENVIROQUENCH	
Registration Number:	864715	ERACE	
Registration Number:	669076	EXPRAY	
Registration Number:	566020	HC	
Registration Number:	513201	HEATBATH	
TRADEMARK			

OP \$1115.00 757102

Property Type	Number	Word Mark
Registration Number:	507859	KWIK-BLAK
Registration Number:	789275	LUSTRA AID
Registration Number:	2171381	LUSTRA-NI
Registration Number:	802918	LUSTRA-ZINC
Registration Number:	678638	MAXAMP
Registration Number:	817212	MORPHOS
Registration Number:	828344	MORPHOS
Registration Number:	2169662	NITEC
Registration Number:	730930	NUVAT
Registration Number:	999357	OXICOAT
Registration Number:	783852	PEN DIP
Registration Number:	832357	PEN-ZINC
Registration Number:	364385	PENTRATE
Registration Number:	805862	PHOS DIP
Registration Number:	833918	PHOSEAL
Registration Number:	738090	PICTAX
Registration Number:	783853	PX
Registration Number:	1339901	SPECTRUM
Registration Number:	1132534	ULTRAMATE
Registration Number:	437270	UNI-HARD
Registration Number:	1011296	UNI KLEEN
Registration Number:	630617	WATERSHED
Registration Number:	836542	WETAID
Registration Number:	2169663	ZINOL
Registration Number:	2584021	ZNALLOY

CORRESPONDENCE DATA

Fax Number: 3129939767

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: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 330 N. Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 025646-0664

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED:	04/21/2015
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Total Attachments: 7

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- source=DuBois - Trademark Security Agreement (Heatbath Corporation)#page2.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2015, is made by Heatbath 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) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2012 (as the same has been amended and may from time to time be amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among the Borrower, 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 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, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 20, 2012, in favor of Agent (and such agreement may be amended, 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 the Borrower; and

WHEREAS, 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 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, Grantor hereby agrees with 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. 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 Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto, but excluding any Excluded Property;

(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 Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of 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.

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

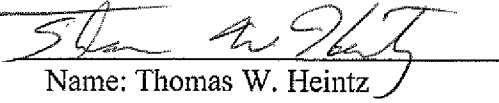
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

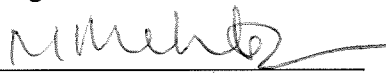
HEATBATH CORPORATION
as Grantor

By: 
Name: Thomas W. Heintz
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent



By: 
Name: MEENAL MEHTA
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005501 FRAME: 0385

Schedule to Trademark Security Agreement

(Heatbath Corporation)

Registered Owner	Trademark Name	Country	Registration Number
Heatbath Corporation	ALCHROME	USA	757102
Heatbath Corporation	ALKAWAY	USA	705357
Heatbath Corporation	ALTRASEAL	USA	3172889
Heatbath Corporation	ALU-BRAZE	CHINA	9684778
Heatbath Corporation	AQUAMAX	USA	2577309
Heatbath Corporation	ARICID	USA	748189
Heatbath Corporation	BUFLEEN	USA	791559
Heatbath Corporation	CHEMSHIELD	USA	2580135
Heatbath Corporation	CHROMAX	USA	2763146
Heatbath Corporation	CUPRAKOTE	USA	993285
Heatbath Corporation	DEOXIDE	USA	899864
Heatbath Corporation	DERUSTAL	USA	2180516
Heatbath Corporation	DS-9	USA	746088
Heatbath Corporation	DURACOAT	USA	630685
Heatbath Corporation	DURASTRIP	UNITED KINGDOM	904956
Heatbath Corporation	DURASTRIP	UNITED KINGDOM	925669
Heatbath Corporation	DURASTRIP	USA	873604
Heatbath Corporation	ENVIROQUENCH	USA	3928440
Heatbath Corporation	ENVIROQUENCH	CHINA	9684777
Heatbath Corporation	ERACE	USA	864715
Heatbath Corporation	EXPRAY	USA	669076
Heatbath Corporation	HC	CANADA	347394
Heatbath Corporation	HC	MEXICO	696383
Heatbath Corporation		USA	566020
Heatbath Corporation		CANADA	108479
Heatbath Corporation	HEATBATH	CANADA	105971
Heatbath Corporation	HEATBATH	CANADA	658164
Heatbath Corporation	HEATBATH	CHINA	9684776
Heatbath Corporation	HEATBATH	MEXICO	696382
Heatbath Corporation	HEATBATH	USA	513201
Heatbath Corporation	KWIK-BLAK	USA	507859
Heatbath Corporation	LUSTRA-AID	USA	789275
Heatbath Corporation	LUSTRA-NI	USA	2171381

Heatbath Corporation	LUSTRA-ZINC	USA	802918
Heatbath Corporation	MAXAMP	USA	678638
Heatbath Corporation		CHINA	9684773
Heatbath Corporation	MORPHOS	MEXICO	734393
Heatbath Corporation	MORPHOS	USA	817212
Heatbath Corporation	MORPHOS	USA	828344
Heatbath Corporation	NITEC	USA	2169662
Heatbath Corporation	NUVAT	USA	730930
Heatbath Corporation	OXICOAT	USA	999357
Heatbath Corporation	PARQUENCH	JAPAN	1465430
Heatbath Corporation	PARQUENCH	MEXICO	699327
Heatbath Corporation	PARQUENCH	CHINA	9684775
Heatbath Corporation	PARQUENCH PARQUENCH 60 PARQUENCH 90	AUSTRALIA	436785
Heatbath Corporation	PEN DIP	USA	783852
Heatbath Corporation	PEN-ZINC	USA	832357
Heatbath Corporation	PENTRATE	CANADA	109963
Heatbath Corporation	PENTRATE	CHINA	9684774
Heatbath Corporation	PENTRATE	FRANCE	1602334
Heatbath Corporation	PENTRATE	MEXICO	734395
Heatbath Corporation	PENTRATE	UNITED KINGDOM	2566804
Heatbath Corporation	PENTRATE	USA	364385
Heatbath Corporation	PENTRATE	GERMANY	642058
Heatbath Corporation	PHOSDIP	FRANCE	1391916
Heatbath Corporation	PHOSDIP	ITALY	1.266.324
Heatbath Corporation	PHOS DIP	MEXICO	760998
Heatbath Corporation	PHOSDIP	UNITED KINGDOM	904607
Heatbath Corporation	PHOS DIP	USA	805862
Heatbath Corporation	PHOSEAL	GERMANY	843669
Heatbath Corporation	PHOSEAL	MEXICO	734392
Heatbath Corporation	PHOSEAL	USA	833918
Heatbath Corporation	PHOSEAL	UNITED KINGDOM	904953
Heatbath Corporation	PICTAX	USA	738090
Park Metallurgical Corporation	POLYQUENCH	USA	4009440
Heatbath Corporation	PX	USA	783853
Heatbath Corporation	SPECTRUM	USA	1339901
Heatbath Corporation	ULTRAMATE	USA	1132534
Heatbath Corporation	UNI HARD	MEXICO	734394

Heatbath Corporation	UNI-HARD	USA	437270
Heatbath Corporation	UNI KLEEN	USA	1011296
Heatbath Corporation	WATERSHED	USA	630617
Heatbath Corporation	WETAID	USA	836542
Heatbath Corporation	ZINOL	USA	2169663
Heatbath Corporation	ZNALLOY	USA	2584021