

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340859

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYLONCRAFT, INC.		04/29/2015	CORPORATION: INDIANA
TECHNIPLAS, LLC		04/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0712465	N	
Registration Number:	0759381	N	
Registration Number:	0790848	NYLONCRAFT	
Serial Number:	86125856	SUPER ASPIRATOR	
Registration Number:	1735335	TECHNIPLAS	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<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:	3055790558		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, P.A.		
Address Line 1:	Sandy Chiu, Esq.		
Address Line 2:	333 S.E. 2nd Avenue, Suite 4400		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	144156.011000		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		

CH \$140.00 0712465

DATE SIGNED:

05/11/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of April 29, 2015, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, "Grantor"), and BANK OF AMERICA, N.A., as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, the other persons party thereto as Loan Parties, the lenders parties thereto (the "Lenders") and Agent, as administrative agent for the Lenders, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantors; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses to which such Grantor is a party;

(d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing or (ii) injury to the goodwill associated with any trademark or any of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall promptly notify the Agent in writing of any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall

constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) all of the Obligations have been indefeasibly paid and performed in full in cash and no commitments of the Agent or the Lenders which would give rise to any Obligations are outstanding.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles, except federal laws relating to national banks.

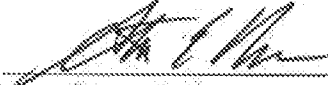
10. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the security interests granted to Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Agent hereunder are subject to the provisions of the Noteholder Debt Intercreditor Agreement, as the same may be amended, modified, extended, restated, replaced, or supplemented from time to time. In the event of any conflict between the terms of the Noteholder Debt Intercreditor Agreement and this Trademark Security Agreement, the terms of the Noteholder Debt Intercreditor Agreement shall govern.

[Signatures Immediately 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.

Grantors:

TECHNIPLAS, LLC

By: 
Name: Steven E. Braun
Title: Chief Financial Officer, Treasurer, and Secretary

NYLONCRAFT, INC.

By: 
Name: Steven E. Braun
Title: Secretary

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

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.

Grantors:

TECHNIPLAS, LLC

By: _____

Name: Steven E. Braun

Title: Chief Financial Officer, Treasurer, and
Secretary

NYLONCRAFT, INC.

By: _____

Name: Steven E. Braun

Title: Secretary

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.

By: Bradley E. Handrich

Name: Bradley E. Handrich

Title: VP

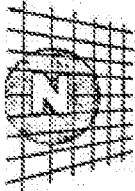
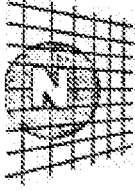


Signature Page to Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Country	Registration No./ Application No.
Nyloncraft, Inc.	SUPER INTENSIFIER	United States	86415965 (serial number)
Nyloncraft, Inc.		United States	0712465
Nyloncraft, Inc.		United States	0759381
Nyloncraft, Inc.	NYLONCRAFT	United States	0790848
Nyloncraft, Inc.	SUPER INTENSIFER	United States	86125871 (serial number)
Nyloncraft, Inc.	SUPER ASPIRATOR	United States	86125856 (serial number)
Techniplas, LLC	TECHNIPLAS	United States	1,735,335
Techniplas, LLC	DICKTEN & MASCH	Canada	4523542 (CN)
Techniplas, LLC		Canada	4523559 (CN)
Techniplas, LLC	DICKTEN & MASCH	Canada	4523561 (CN)
Techniplas, LLC		Canada	4523560 (CN)

Licenses Pertaining to Trademarks

Royalty and Licensing Fee Arrangements between WICOR Holding AG and Weidplas North America, LLC (formerly known as WEIDMANN Automotive & Industrial North America LLC and Weidmann Plastics Technology North America Inc.), Weidplas Germany GmbH (formerly known as Weidmann Plastics Technology (Deutschland) AG), and Weidplas Spain S.L. (formerly known as Weidmann P.T., S.L.) for the use of the following trademarks, trade names, and websites:

- Weidmann
- Weidmann, US Reg. No. 2,354,150
- Weidmann, U.S. Reg. No. 2,429,332
- Weidmann Plastics
- Weidmann Plastics Technology
- Weidmann Plastics Holding Inc., USA
- Weidmann Plastics Technology North America Inc., USA
- Weidmann Plastics Technology S.L. unipersonal, Spain
- Taizhou Weidmann Plastics Technology Co. Ltd., China
- weidmann-plastics.com
- wicor.com
- weidmann.us
- weidmann-industrial.com
- weidmannb2b.biz
- wicor.ch
- weidmann.net.cn
- wicor.org
- weidmann-international.com
- wicor.biz
- wicor.net
- weidmann-plastics.com.br
- weidmann.com.br