

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shurtech Brands, LLC		06/01/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 W. Trade Street		
Internal Address:	NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86519755	MOVER'S EDGE	
Serial Number:	86418075	DUCK MASKING	
Serial Number:	86393151	PROJECT BOOSTERS	
Serial Number:	86385517	ACCENTS	
Serial Number:	86347848	TAPE CRAZE	
Serial Number:	86211734	SCENTS	
Serial Number:	86211692	SCENTS	
Serial Number:	86105801	EXPRESS DECOR	
Serial Number:	86385504	TOOLS	
Serial Number:	86347843	CRAZY TAPE	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	704-343-2000		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		

OP \$265.00 86519755

Address Line 1: 201 North Tryon Street
Address Line 2: Attention: Rebecca Chaffin, Esq.
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4452178-2854
NAME OF SUBMITTER:	Rebecca S. Chaffin
SIGNATURE:	/s/ Rebecca S. Chaffin
DATE SIGNED:	06/01/2015

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of June 1, 2015 (this “Trademark Security Agreement”), is made by **STM INDUSTRIES, INC.**, a North Carolina corporation (“STM”), and **SHURTAPE TECHNOLOGIES, LLC**, a North Carolina limited liability company (“Shurtape” and together with STM, collectively, the “Borrowers” and each individually, a “Borrower”), **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWERS AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (each a “Grantor” and, together with the Borrowers, collectively, the “Grantors”), for the Secured Parties (as defined in the Security Agreement referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in such Security Agreement).

RECITALS:

A. STM Industries, Inc., a North Carolina corporation (“STM”), and Shurtape Technologies, LLC, a North Carolina limited liability company (together with STM, collectively, the “Borrowers” and each individually, a “Borrower”), certain of their Subsidiaries, each other person who shall become a party thereto by execution of a Security Agreement Joinder Agreement and the Collateral Agent, are party to a Security Agreement dated as of May 29, 2009 (as amended and as in effect on the date hereof, the “Security Agreement”).

B. The Security Agreement secures the Secured Obligations, which include, among other things, the Obligations under that certain Amended and Restated Credit Agreement dated as of the date hereof between the Borrowers, Bank of America, N.A., as Administrative Agent, and the Lenders party thereto from time to time, which amends and restates that certain Credit Agreement among the parties dated as of May 29, 2009 (the “Credit Agreement”).

C. Pursuant to the Security Agreement, the Grantor has agreed to execute and deliver to the Collateral Agent this Trademark Security Agreement.

In order to induce the Secured Bank Creditors to from time to time make and maintain extensions of credit under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements and to induce the Senior Noteholders to amend the Senior Notes Purchase Agreement, the Grantor hereby agrees as follows:

1. Grant of Security Interest in U.S. Trademark Collateral. Schedule 1 attached hereto sets forth U.S. Trademarks owned by Grantor, and Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the U.S. Trademarks and all proceeds thereof listed on Schedule 1, which such security interest shall secure the Secured Obligations.

2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral

Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

3. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature page follows.]

IN WITNESS WHEREOF, the Grantor has duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTORS:

**STM INDUSTRIES, INC.
SHURTAPE TECHNOLOGIES, LLC
SHUFORD MILLS, LLC
SHURTECH BRANDS, LLC**

By: Matthew T. Raymer
Name: Matthew T. Raymer
Title: Controller

SHURTAPE CANADA HOLDINGS, LLC

By: Matthew T. Raymer
Name: Matthew T. Raymer
Title: Treasurer

SHURTAPE LEASING, LLC

By: **STM Industries, Inc., its sole member**

By: Matthew T. Raymer
Name: Matthew T. Raymer
Title: Controller

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: Priscilla Baker

Name: Priscilla Baker

Title: Assistant Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner: Shurtape Technologies, LLC

Trademark	Serial Number
FEROCIOUSLY STRONG TAPE	86/602820
ALL WEATHER, WORKS LONGER, HOLDS STRONGER.	86/445348
FOLDED EDGE	86/439309
REINFORCED STRENGTH. READY TO OPEN.	86/439300
FOLDED EDGE TECHNOLOGY REINFORCED STRENGTH. READY TO OPEN. and Design	86/439284
THE ONLY TAPE WITH PAINTBLOCK TECHNOLOGY SEALS TAPE EDGES! and Design	86/394403
PAINTBLOCK TECHNOLOGY and Design	86/394389
EASYPEEL	86/354855
SHURGRIP	86/329604

Owner: Shurtech Brands, LLC

Trademark	Serial Number
MOVER'S EDGE	86/519755
DUCK MASKING	86/418075
PROJECT BOOSTERS	86/393151
ACCENTS	86/385517
TAPE CRAZE	86/347848
SCENTS and Design	86/211734
SCENTS	86/211692
EXPRESS DECOR	86/105801
TOOLS	86/385504
CRAZY TAPE	86/347843