

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prince Minerals LLC		06/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
Prince Energy LLC		06/09/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	1902265	PRINCE	
Registration Number:	3411348	PRINCE	
Registration Number:	3321115	GLASSOX	
Registration Number:	3168380	PYROLOX	
Registration Number:	2334660	CHROMOX	
Registration Number:	2310942	MAGNAFLOAT	
Registration Number:	2279313	BRICKOX	
Registration Number:	1088421	GRANUSOL	
Registration Number:	3608838	REDCAST	
Registration Number:	3608837	BLACKCAST	
Registration Number:	3605715	CHROMECAST	
Registration Number:	3605716	ZIR-CAST	
Registration Number:	3608839	PYRITEMAX	
Registration Number:	3726406	SURECAST	
Registration Number:	3953410	LIGNIN LS-50	
Registration Number:	3950463	BRICKMAX	
Registration Number:	3950461	SURE START	

OP \$1365.00 1902265

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2541388	METALLPUR
Registration Number:	1880296	VEINSEAL
Registration Number:	3950464	PRINCESEAL
Registration Number:	2702268	IGC TECHNOLOGIES
Registration Number:	4706736	RED CROWN ENGINEERED ENGOBES
Registration Number:	4702530	RED CROWN VITREOUS AGGREGATES
Registration Number:	4702528	RED CROWN SPODUMENE
Registration Number:	4702527	RED CROWN LIQUID SPRAY COLORS
Registration Number:	4702519	RED CROWN BARIUM CARBONATE
Registration Number:	4698408	RED CROWN DRY APPLIED COLORANTS
Registration Number:	4698303	DENSFIL
Registration Number:	4698302	DENSFIL IND
Registration Number:	4698260	SLAG-GETTER
Registration Number:	4698259	MASTERTOP
Registration Number:	4694575	RED CROWN VARI-TONE ENGOBES
Registration Number:	4694574	RED CROWN TRANSLUCENT ENGOBES
Registration Number:	4694573	RED CROWN MANGANESE SULFATE
Registration Number:	4694571	RED CROWN IRON OXIDES
Registration Number:	4694569	RED CROWN DRY APPLIED SAND COLORANTS
Registration Number:	4694568	RED CROWN CALCINED COLORANTS
Registration Number:	4694561	RED CROWN ANTIQUE SPOT
Registration Number:	4691011	RED CROWN GLAZES
Registration Number:	3924340	HORIZONTAL BEADS
Registration Number:	4353510	FIBERFLUID
Registration Number:	4353509	PRONTO PLUG
Serial Number:	86168834	E SHIELD
Serial Number:	86168788	E CAST
Serial Number:	86014265	PRINCE MINERALS, INC.
Serial Number:	86014296	PRINCE MINERALS
Serial Number:	86206853	RED CROWN SAND STAIN MIXES
Serial Number:	86245266	
Serial Number:	86245259	PRINCE SOURCE TO SOLUTION
Serial Number:	86245241	PRINCE
Serial Number:	86174922	DENSIMIX A PRINCE MINERALS COMPANY
Serial Number:	86174900	DENSIMIX A PRINCE MINERALS COMPANY
Serial Number:	86205189	RED CROWN APPLIED FLASHES
Serial Number:	86177138	GRANU-SPECK

CORRESPONDENCE DATA**Fax Number:** 3128637865*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:** 312-201-3865**Email:** sharon.patterson@goldbergkohn.com**Correspondent Name:** Sharon Patterson, Paralegal**Address Line 1:** Goldberg Kohn Ltd., 55 E. Monroe St.**Address Line 2:** Ste. 3300**Address Line 4:** Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	2072.096
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	06/09/2015

Total Attachments: 8

source=B.12. Prince_AR_Trademark_Security_Agreement#page1.tif

source=B.12. Prince_AR_Trademark_Security_Agreement#page2.tif

source=B.12. Prince_AR_Trademark_Security_Agreement#page3.tif

source=B.12. Prince_AR_Trademark_Security_Agreement#page4.tif

source=B.12. Prince_AR_Trademark_Security_Agreement#page5.tif

source=B.12. Prince_AR_Trademark_Security_Agreement#page6.tif

source=B.12. Prince_AR_Trademark_Security_Agreement#page7.tif

source=B.12. Prince_AR_Trademark_Security_Agreement#page8.tif

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of June 9, 2015 (this "Agreement"), made by PRINCE MINERALS LLC, a Delaware limited liability company and PRINCE ENERGY LLC, a Delaware limited liability company (each, a "Pledgor" and collectively, the "Pledgors"), in favor of BANK OF MONTREAL, as administrative agent and collateral agent (in such capacity, the "Administrative Agent").

Reference is made to the Amended and Restated Guarantee and Collateral Agreement dated as of June 9, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Prince International Corporation (the "Company"), each other "Pledgor" party thereto and the Administrative Agent. Each of the parties hereto are each a party to the Original Trademark Security Agreement (as defined below), and each of the parties hereto desire to amend and restate the Original Trademark Security Agreement with this Trademark Security Agreement, as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Obligations (the "Secured Obligations"), each Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(i) all United States Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Recordation.* This Agreement has been executed and delivered by each Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks, and any other applicable United States government officer record this Agreement.

SECTION 4. *Collateral Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Pledgor

hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. *Pledgors Remain Liable.* Each Pledgor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Collateral Agreement, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral subject to a security interest hereunder.

SECTION 6. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 7. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Collateral Agreement, at the applicable Pledgor's expense, execute and deliver to any Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Administrative Agent shall, at the applicable Pledgor's expense, reasonably cooperate with any efforts made by a Pledgor to make a record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

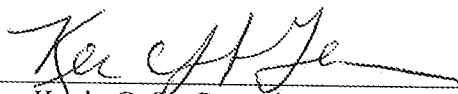
SECTION 8. *Amendment and Restatement.* This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of December 14, 2012 and made between the Pledgors in favor of the Administrative Agent (the "Original Trademark Agreement"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

SECTION 7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PRINCE MINERALS LLC
PRINCE ENERGY LLC

By: 
Name: Kevin C. St. Germain
Title: Chief Financial Officer

BANK OF MONTREAL, as Administrative Agent

By: 
Name: Kimberly Ptak
Title: Authorized Officer

Schedule I
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

No.	Owner	Trademark	Registration Number	Registration Date
1	Prince Minerals LLC	PRINCE & Crown (words & design)	1902265	07/04/1995
		PRINCE & Crown (words & design)	3411348	04/15/2008
		GLASSOX (words only)	3321115	10/23/2007
		PYROLOX (words only)	3168380	11/07/2006
		CHROMOX (words only)	2334660	03/28/2000
		MAGNAFLOAT (words only)	2310942	01/25/2000
		BRICKOX (words only)	2279313	09/21/1999
		GRANUSOL (words only)	1088421	04/04/1978
		REDCAST (words only)	3608838	04/21/2009
		BLACKCAST (words only)	3608837	04/21/2009
		CHROMECAST (words only)	3605715	04/14/2009
		ZIR-CAST (words only)	3605716	04/14/2009
		PYRITEMAX (words only)	3608839	04/21/2009
		SURECAST (words only)	3726406	12/15/2009
Lignin LS-50 (words only)	3953410	05/03/2011		
BRICKMAX (words only)	3950463	04/26/2011		

	SureStart (words only)	3950461	04/26/2011
	METALLPUR (words only)	2541388	02/19/2002
	VEINSEAL (words only)	1880296	02/28/1995
	PRINCESEAL (words only)	3950464	04/26/2011
	IGC TECHNOLOGIES (words & design)	2702268	04/01/2003
	RED CROWN ENGINEERED ENGOBES	4706736	3/24/15
	RED CROWN VITREOUS AGGREGATES	4702530	3/17/15
	RED CROWN SPODUMENE	4702528	3/17/15
	RED CROWN LIQUID SPRAY COLORS	4702527	3/17/15
	RED CROWN BARIUM CARBONATE	4702519	3/17/15
	RED CROWN DRY APPLIED COLORANTS	4698408	3/10/15
	DENSFIL	4698303	3/10/15
	DENSFIL IND	4698302	3/10/15
	SLAG-GETTER	4698260	3/10/15
	MASTERTOP	4698259	3/10/15
	RED CROWN VARI-TONE ENGOBES	4694575	3/3/15
	RED CROWN TRANSLUCENT ENGOBES	4694574	3/3/15
	RED CROWN MANGANESE SULFATE	4694573	3/3/15
	RED CROWN IRON OXIDES	4694571	3/3/15

		RED CROWN DRY APPLIED SAND COLORANTS	4694569	3/3/15
		RED CROWN CALCINED COLORANTS	4694568	3/3/15
		RED CROWN ANTIQUÉ SPOT	4694561	3/3/15
		RED CROWN GLAZES	4691011	2/24/15
2	Prince Energy LLC	Horizontal Beads	3,924,340	02/22/2011
		Fiberfluid	4353510	06/18/2013
		Pronto Plug	4353509	06/18/2013

U.S. TRADEMARK APPLICATIONS

No.	Applicant	Title	Application Number
1	Prince Minerals LLC	E SHIELD	86168834
		E CAST	86168788
		PRINCE MINERALS, INC.	86014265
		PRINCE MINERALS	86014296
		RED CROWN SAND STAIN MIXES	86206853
		[DESIGN ONLY]	86245266
		PRINCE SOURCE TO SOLUTION	86245259
		PRINCE	86245241
		DENSIMIX A PRINCE MINERALS COMPANY	86174922

No.	Applicant	Title	Application Number
		DENSIMIX A PRINCE MINERALS COMPANY	86174900
		RED CROWN APPLIED FLASHES	86205189
		GRANU- SPECK	86177138