

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM344755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Koroseal Interior Products, LLC		06/12/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SJC DLF II-M, LLC
Street Address:	1700 East Putnam Avenue, Suite 207
Internal Address:	c/o Czech Asset Management, L.P.
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86138233	ARBOR SERIES
Registration Number:	2478130	DESIGNRITE
Registration Number:	1489771	EARLY WARNING EFFECT
Registration Number:	2084553	ERASERITE
Registration Number:	2037806	EZRITE
Registration Number:	2143431	JUSTRITE
Registration Number:	1953652	KOROGARD
Registration Number:	1053617	KOROKLEAR
Registration Number:	1097465	KOROKLEAR
Registration Number:	2480054	KORORITE
Registration Number:	1711712	KOROSEAL
Registration Number:	2139665	MAGRITE
Registration Number:	2713188	SPEAK EASY
Registration Number:	3626433	STUDIO VUE
Registration Number:	2606765	TAC-WALL
Registration Number:	2619785	TRAFFIC PATTERNS
Registration Number:	2843199	VICRTEX
Registration Number:	2059439	WALLTALKERS

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8004947512

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: 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Joanna McCall**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, LTD**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F156517
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	06/16/2015

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 12th day of June, 2015, by and between Koroseal Interior Products, LLC ("Grantor") and **SJC DLF II-M, LLC**, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 12, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Koroseal Interior Products Holdings, Inc., as parent ("Parent"), Koroseal Interior Products Intermediate Holdings, LLC ("Intermediate Holdings"), Koroseal Interior Products, LLC, as borrower ("Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Guaranty and Security Agreement, dated as of June 12, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Secured Parties, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following (except to the extent any of the following

constitutes Excluded Collateral), whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks (except any trademark that constitutes Excluded Collateral), the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor (except any trademark that constitutes Excluded Collateral). 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by

different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

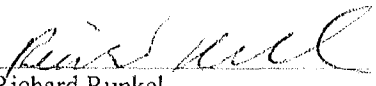
8. RELEASE. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by Agent of the Net Cash Proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the Security Interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrower's request, Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such Security Interests and will take any further actions necessary or desirable to evidence or effect such termination of the Security Interests as may be reasonably requested by Grantor to evidence such termination and release.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KOROSEAL INTERIOR PRODUCTS, LLC


By: 
Name: Richard Runkel
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

SJC DLF II-M, LLC

By: 
Name: Stephen J. Czech
Title: Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations:

Application Serial Number	Registration Number	Registration/ Issue Date	Mark	Owner
86/138,233	n/a	n/a	Arbor Series	Koroseal Interior Products, LLC
76/126,452	2,478,130	8/14/2001	Designrite	Koroseal Interior Products, LLC
73/639,997	1,489,771	5/31/1988	Early Warning Effect	Koroseal Interior Products, LLC
74/688,710	2,084,553	7/29/1997	Eraserite	Koroseal Interior Products, LLC
74/682,004	2,037,806	2/11/1997	EZrite	Koroseal Interior Products, LLC
75/130,903	2,143,431	3/10/1998	Justrite	Koroseal Interior Products, LLC
74/490,356	1,953,652	1/30/1996	Korogard	Koroseal Interior Products, LLC
73/085,302	1,053,617	11/30/1976	Koroklear	Koroseal Interior Products, LLC
73/136,459	1,097,465	7/25/1978	Koroklear	Koroseal Interior Products, LLC
76/126,542	2,480,054	8/21/2001	Kororite	Koroseal Interior Products, LLC
74/197,316	1,711,712	9/1/1992	Koroseal	Koroseal Interior Products, LLC
75/130,743	2,139,665	2/24/1998	Magrite	Koroseal Interior Products, LLC
76/403,153	2,713,188	5/6/2003	Speak Easy	Koroseal Interior Products, LLC
77/589,528	3,626,433	5/26/2009	Studio Vue	Koroseal Interior Products, LLC

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76/135,767	2,606,765	8/13/2002	Tac-Wall	Koroseal Interior Products, LLC
76/126,370	2,619,785	9/17/2002	Traffic Patterns	Koroseal Interior Products, LLC
78/260,638	2,843,199	5/18/2004	Vicrtex	Koroseal Interior Products, LLC
75/130,724	2,059,439	5/6/1997	Walltalkers	Koroseal Interior Products, LLC

OTHER TRADEMARKS:

Registrations:

Application Serial Number	Registration Number	Registration/ Issue Date	Mark	Country	Owner/ Assignee
A493397	A493397	8/15/1988	Early Warning Effect	AU	Koroseal Interior Products, LLC
A493398	A493398	8/15/1988	Early Warning Effect	AU	Koroseal Interior Products, LLC
A85681	A85681	1/4/1946	Koroseal	AU	Koroseal Interior Products, LLC
A176907	A176907	1/4/1946	Koroseal	AU	Koroseal Interior Products, LLC
924424	646400	10/1/1999	Koroklear	BE	Koroseal Interior Products, LLC
880533	601971	8/1/1997	Koroseal	BE	Koroseal Interior Products, LLC
928704	643938	8/1/1999	Vicrtex	BE	Koroseal Interior Products, LLC
821665103	821665103	9/2/2003	Koroklear	BR	Koroseal Interior Products, LLC
126417	2,137,232	2/17/1958	Koroseal	BR	Koroseal Interior Products, LLC
126419	2,139,260	3/4/1948	Koroseal	BR	Koroseal Interior Products, LLC
1089376	TMA662630	4/12/2006	Du Concept A La Realite	CA	Koroseal Interior Products, LLC
615105	TMA394988	3/6/1992	Early Warning Effect	CA	Koroseal Interior Products, LLC

1157999	TMA663718	5/5/2006	From Concept to Reality	CA	Koroseal Interior Products, LLC
171508	UCA9263	8/16/1937	Koroseal	CA	Koroseal Interior Products, LLC
1147066	TMA609265	5/4/2004	M ²	CA	Koroseal Interior Products, LLC
1150944	TMA619923	9/17/2004	M ² Design	CA	Koroseal Interior Products, LLC
1021032	TMA537956	11/29/2000	Metro & Design	CA	Koroseal Interior Products, LLC
0884631	TMA513792	7/30/1999	Metro Contract	CA	Koroseal Interior Products, LLC
1144756	TMA604270	3/5/2004	MPIX Metro & Rabbit Design	CA	Koroseal Interior Products, LLC
1144757	TMA604268	5/5/2004	MPIX Metro & Rabbit Design	CA	Koroseal Interior Products, LLC
377364	TMA206554	4/18/1975	Victrex	CA	Koroseal Interior Products, LLC
286071	286071	5/10/1987	Koroseal	CN	Koroseal Interior Products, LLC
397378858	39737885	7/13/1998	Koroseal	DE	Koroseal Interior Products, LLC
G22913	1007518	12/3/1973	Koroseal	DE	Koroseal Interior Products, LLC
T199702746	210220	6/15/1998	Koroseal	FI	Koroseal Interior Products, LLC
98/761121	98761121	11/25/1998	Early Warning Effect	FR	Koroseal Interior Products, LLC
98/761124	98761124	11/25/1998	Koroklear	FR	Koroseal Interior Products, LLC
96/649974	96649974	11/8/1996	Koroseal	FR	Koroseal Interior Products, LLC
98/761120	98761120	11/25/1998	Victrex	FR	Koroseal Interior Products, LLC
674889	674889	10/24/1995	Koroseal	IN	Koroseal Interior Products, LLC
5019980007534 5020090011900	4001861820000	3/24/1999	Early Warning Effect	KR	Koroseal Interior Products, LLC

1049980030125 5020090011897	4004570470000	10/20/1999	Koroklear	KR	Koroseal Interior Products, LLC
4019980030124 5020090011899	4004582090000	11/9/1999	Koroseal	KR	Koroseal Interior Products, LLC
4019980030126 5020090011898	4004579050000	11/3/1999	Vicrtex	KR	Koroseal Interior Products, LLC
299111	299111	10/2/1998	Early Warning Effect	NZ	Koroseal Interior Products, LLC
299113	299113	10/2/1998	Koroklear	NZ	Koroseal Interior Products, LLC
299114	299114	10/2/1998	Koroseal	NZ	Koroseal Interior Products, LLC
299115	299115	10/2/1998	Koroseal	NZ	Koroseal Interior Products, LLC
299112	299112	10/2/1998	Vicrtex	NZ	Koroseal Interior Products, LLC
19955057	177346	10/10/1996	Koroseal	NO	Koroseal Interior Products, LLC
T9810540D	T9810540D	10/20/1998	Early Warning Effect	SG	Koroseal Interior Products, LLC
T9810539J	T9810539J	10/20/1998	Koroklear	SG	Koroseal Interior Products, LLC
T9810537D	T9810537D	10/20/1998	Koroseal	SG	Koroseal Interior Products, LLC
T9810538B	T9810538B	10/20/1998	Koroseal	SG	Koroseal Interior Products, LLC
T9811034C	T9811034C	11/4/1998	Vicrtex	SG	Koroseal Interior Products, LLC
96-10370	325612	11/21/1997	Koroseal	SE	Koroseal Interior Products, LLC
09410/1989	P-378802	10/3/1990	Koroseal	CH	Koroseal Interior Products, LLC
7747100	437262	4/1/1989	Early Warning Effect	TW	Koroseal Interior Products, LLC
2178797	2178797	4/6/1999	Koroklear	UK	Koroseal Interior Products, LLC
2002589	2002589	7/26/1996	Koroseal	UK	Koroseal Interior Products, LLC

580126	580126	9/24/1937	Koroseal	UK	Koroseal Interior Products, LLC
642948	642948	12/15/1945	Koroseal	UK	Koroseal Interior Products, LLC