Form PTO-1594 (Rev. 06/04) DMB Collection 0651-0027 (ex.p. 6/30/20	205		ENT OF COMMERCE and Trademark Office
ONE CONSCION 000 1-0027 (6X P. 9/00/20	RECORDATION FO	ORM COVER SHEET	
(44), 500,000,000		RKS ONLY	
To the director of the U. S. Patent and Trademark Office: Please		e record the attached documents or the new address(es) below.  2. Name and address of receiving party(iss)	
Name of conveying party(les)/Execution Date(s):			☐ Yes
American Biltrite Inc.		Additional names, addresses, or citizenship attached?	⊠ No
		Name: Wells Fargo Bank, National Association	
		Internal	
☐ Individual(s)	☐ Association	Address:	
☐General Partnership	☐Limited Partnership	Street Address: 100 Park Avenue, 14th Floor	
□ Corporation     □ Limited Liability Company		City: New York	
Citizenship: <u>DE</u>		State: NY	
Execution Date(s) July 10, 201		Country: USA Zip: 10	<u>017</u>
Additional names of conveying parties attached? □Yes ☒No			
3. Nature of conveyance:		General Partnership Citizenship:	
☐ Assignment	☐ Merger	Limited Partnership Citizenship:	
☐ Security Agreement	☐ Change of Name	☐ Corporation Citizenship: <u>DE</u>	
· -	o Trademark Security Agreement	Other Citizenship:	
And Andrews To Haddinary Santa		If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No	
		(Designations must be a separate document from	n assignment)
4. Application number(s) or	registration number(s) and ident	tification or description of the Trademark.  B. Trademark Registration No.(s) See Attached	Evhihit A
A. Trademark Application No.	(s) See Attached Exhibit A	Additional sheet(s) attached?	⊠ Yes □No
C. Identification or Description	of Trademark(s) (and Filing Date	if Application or Registration Number is unknown)	
5 Name address of party to	whom correspondence	6. Total number of applications and	
Name address of party to whom correspondence concerning document should be mailed:     Name: Susan O'Brien     Internal Address: CT Lien Solutions		registrations involved: 3	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$\text{Q} \times_{\text{\sigma}}	(O)O
		Authorized to be charged by credit card	
Street Address: <u>187 Wolf Road, Suite 101</u> City: <u>Albany</u>		Authorized to be charged to deposit account	
		☐ Enclosed	
		8. Payment Information:	
State: NY	Zip: <u>12205</u>	a. Credit Card Last 4 Numbers	4FP0 :
Phone Number: 800-342-367	<u>6</u>	a. Credit Card Last 4 Numbers Expiration Date	6/17
Fax Number: 800-962-7049  Email Address: cis-udsalbeny@wolterskluwer.com		b. Deposit Account Number	<b>~</b> ℓ '
		Authorized User Name:	
X/X	<del>Υ</del> ΧΛ		
9. Signature:		<u>July 10, 2015</u>	
	Signature	Total number of pages	Date sincluding cover
	Joanne BL Amold	sheet, attachments, at	
	Name of Person Signing		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 005579 FRAME: 0667

# EXHIBIT A TO AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

# List of Trademarks and Trademark Applications

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TRADEMARK REEL: 005579 FRAME: 0668

### AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of July 10, 2015 is by and between AMERICAN BILTRITE INC., a Delaware corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (together with its successors and permitted assigns, "Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

# WITNESSETH:

WHEREAS, Debtor and Secured Party are parties to the Trademark Security Agreement, dated June 30, 2009 and recorded by the Assignment Services Division of the United States Patent and Trademark Office on July 1, 2009 at Reel/Frame 004038/0256 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks, Trademark applications and related Trademark Collateral of Debtor, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, pursuant to the Trademark Assignment, dated April 13, 2015, between Debtor and American Biltrite Intellectual Properties, Inc., a Delaware corporation, a copy of which was recorded by the Assignment Services Division of the United States Patent and Trademark Office on April 14, 2015 at Reel/Frame 005497/0386, Debtor has acquired certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

## 1. Amendment to Trademark Security Agreement.

- (a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").
- (b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby attended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

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- (c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.
- 2. Confirmation of Grant of Security Interest. Without limiting the security interest and lien granted to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof; and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Additional Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world, and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.
- 3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Trademark Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.
- 4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.
- 5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

<u>DEBTOR</u>
AMERICAN BILTRITE INC.
Ву:
Name:
Title:
SECURED PARTY
WELLS FARGO BANK, NATIONAL ASSOCIATION
The state of the s
Ву:
Name: Steven Walfisch / /
Title: Authorized Signatory

**REEL: 005579 FRAME: 0671** 

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

DEBTOR
AMERICAN BILTRITE INC
By: LM
Name: Howard N. Feist
Title: VP-Finance
SECURED PARTY
WELLS FARGO BANK, NATIONAL ASSOCIATION
Ву;
Name:
Title:

[Signature Page to Amendment No. 1 to Trademark Security Agreement -ABI]

**RECORDED: 07/14/2015** 

TRADEMARK REEL: 005579 FRAME: 0672