

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

Trademark	Jurisdiction	Filing Date	Registration Number	Registration Date	Owner
Oasis	U.S.	11/13/2001	2634934	10/15/2002	American Bilbrite Inc.
Lakeland Slate	U.S.	1/3/2002	2793239	12/9/2003	American Bilbrite Inc.
Oasis Pro-Tech	U.S.	3/26/2002	2813755	2/10/2004	American Bilbrite Inc.

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).

W I T N E S S E T H:

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 heroby 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 amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(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.

DEBTOR

AMERICAN BILTRITE INC.

By: _____
Name:
Title:

SECURED PARTY

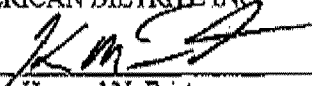
WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 
Name: Steven Walfisch
Title: Authorized Signatory

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: 
Name: Howard N. Feist
Title: VP-Finance

SECURED PARTY

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title: