

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350447

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valley Roller Company, Inc.		08/05/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4101167	ULTIMATE STRATUM COAT	
Registration Number:	4101165	PREMIUM ROCK	
Registration Number:	4098059	VALLEY ROLLER COMPANY, INC.	
Registration Number:	4098060	RUBBER COVERED ROLLS THAT LOVE TO RUN	
Registration Number:	3998045	VAL-COAT	
Registration Number:	3998046	ULTIMATE VAL-COAT	
Registration Number:	3998043	VALTHANE	
Registration Number:	3998040	DURA-RELEASE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-655		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$215.00 4101167

SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	08/05/2015
Total Attachments: 5 source=Trademark Security Agreement (Valley Roller)#page1.tif source=Trademark Security Agreement (Valley Roller)#page2.tif source=Trademark Security Agreement (Valley Roller)#page3.tif source=Trademark Security Agreement (Valley Roller)#page4.tif source=Trademark Security Agreement (Valley Roller)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, is dated as of August 5, 2015, by VALLEY ROLLER COMPANY, INC., a Wisconsin corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as agent (“Agent”) for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, Agent and the financial institutions (“Lenders”) from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Collateral Agreement”); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the “Trademark Collateral”):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on

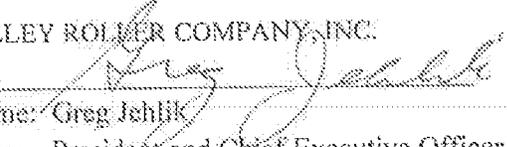
behalf of itself and Lenders, pursuant to and subject to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are as set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VALLEY ROLLER COMPANY, INC.

By: 

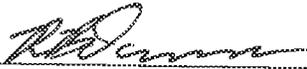
Name: Greg Jshlik

Title: President and Chief Executive Officer

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name: Richard Davidson

Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005593 FRAME: 0416

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Valley Roller Company, Inc.	Ultimate Stratum Coat®	85211121	4,101,167	1/5/2011	2/21/12
Valley Roller Company, Inc.	Premium Rock®	85211092	4,101,165	1/5/2011	2/21/12
Valley Roller Company, Inc.	Valley Roller Company, Inc.®	85211184	4,098,059	1/5/2011	2/14/12
Valley Roller Company, Inc.	RUBBER COVERED ROLLS THAT LOVE TO RUN®	85211201	4,098,060	1/5/2011	2/14/12
Valley Roller Company, Inc.	Val-Coat®	85211152	3,998,045	1/5/2011	7/19/11
Valley Roller Company, Inc.	Ultimate Val-Coat®	85211165	3,998,046	1/5/2011	7/19/11
Valley Roller Company, Inc.	Valthane®	85211132	3,998,043	1/5/2011	7/19/11
Valley Roller Company, Inc.	Dura-Release®	85211073	3,998,040	1/5/2011	7/19/11