

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351481

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POLYTEK DEVELOPMENT CORP.		08/14/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Dr., Ste 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1614519	POLYTEK	
Registration Number:	1805663	HYDROGEL	
Registration Number:	2069675	PLATSIL	
Registration Number:	1732258	POL-EASE	
Registration Number:	1770939	POLY-OPTIC	
Registration Number:	1769585	POLY-SIL	
Registration Number:	4350344	POLYGEL	
Registration Number:	1765441	POLYPOXY	
Registration Number:	2121061	TINSIL	
Registration Number:	1687444	POLYGEL	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.digrande@goldbergekohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		

OP \$265.00 1614519

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	4975.338
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/14/2015
Total Attachments: 5 source=Polytek - Trademark Security Agreement#page1.tif source=Polytek - Trademark Security Agreement#page2.tif source=Polytek - Trademark Security Agreement#page3.tif source=Polytek - Trademark Security Agreement#page4.tif source=Polytek - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2015, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for the 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 Polytek Development Corp., a New Jersey corporation, 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, Grantor and certain other Persons are parties to 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 (except to the extent that any of the following constitutes Excluded Property), 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 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 more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

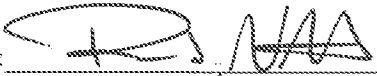
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

POLYTEK DEVELOPMENT CORP., a New Jersey corporation

By: *Karen L. Tuleta*
Name: Karen L. Tuleta
Title: Vice President and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: PETE NOTTER
Title: DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
Polytek Development Corp.	Polytek®	73823671	1614519	09/25/90
Polytek Development Corp.	Hydrogel®	74309871	1805663	11/23/93
Polytek Development Corp.	PlatSil®	75128077	2069675	06/10/97
Polytek Development Corp.	Pol-Ease®	74154015	1732258	11/17/92
Polytek Development Corp.	Poly-Optic®	74309873	1770939	05/18/93
Polytek Development Corp.	Poly-Sil®	74309872	1769585	05/11/93
Polytek Development Corp.	Polygel®	85821391	4350344	06/11/13
Polytek Development Corp.	PolyPoxy®	74315081	1765441	04/20/93
Polytek Development Corp.	TinSil®	75128053	2121061	12/16/97
Polytek Development Corp.	Polygel®	74116825	1687444	05/19/92