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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM354266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Burtin Polymer Laboratories, Inc.		09/08/2015	CORPORATION: GEORGIA
Coating & Foam Solutions, LLC		09/08/2015	LIMITED LIABILITY COMPANY: GEORGIA
Premium Spray Products, Inc.		09/08/2015	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, as Agent	
Street Address:	30 South Wacker Drive, Suite 3700	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	ntity Type: LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86611463	Z VALUE
Registration Number:	4314891	ELITESHIELD XPC
Registration Number:	4437186	ELITESHIELD
Registration Number:	4108612	BULLET LINER
Registration Number:	3977502	FOAMETIX
Registration Number:	3961668	BULLET LINER
Registration Number:	3332664	FOAMETIX
Registration Number:	4274000	FOAM DEPOT
Registration Number:	3910094	PYRODYNE
Registration Number:	3837660	SSP
Registration Number:	3836832	ROOF-TEK
Registration Number:	4117011	PREMISEAL
Registration Number:	3951947	PREMICOTE
Registration Number:	3951946	FOAMSULATE
Registration Number:	4040160	PREMIUM SPRAY PRODUCTS

TRADEMARK REEL: 005618 FRAME: 0190

900336994

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.277
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	09/08/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2015, by Burtin Polymer Laboratories, Inc., a Georgia corporation ("Burtin"), Coating & Foam Solutions, LLC, a Georgia limited liability company ("CFS") and Premium Spray Products, Inc., a Georgia corporation ("PSP", and together with Burtin and CFS, collectively the "Grantors" and each individually, a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of the date hereof by and among Accella Holdings LLC (f/k/a Dash Materials LLC), a Delaware limited liability company ("Administrative Borrower") and certain direct and indirect Subsidiaries of Administrative Borrower (together with Administrative Borrower and any other Person that executes a joinder thereto from time to time as an additional borrower, the "Borrowers"), Parent, 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 Borrowers;

WHEREAS, in connection with the Credit Agreement, each Grantor previously executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, a joinder to that certain Guarantee and Collateral Agreement dated as of December 26, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, each 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. 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. To secure the Secured Obligations, each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and Hedging Affiliates, a continuing first priority security interest in all of such 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) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or

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future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. <u>COLLATERAL AGREEMENT</u>. 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. Each 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. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, each 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.

BURTIN POLYMER LABORATORIES, INC.

By: ___

Title:

CED and President

COATING & FOAM SOLUTIONS, LLC

By:

Name: Title: Andrew Hall

PREMIUM SPRAY PRODUCTS, INC.

By: Who m But Name: Andrew Harris

Title: CEO and President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

Name:__ Title:___ Christopher Taylor

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
Z Value	86611463	Pending	NA	NA	Burtin Polymer Laboratories, Inc.
Eliteshield XPC	85664672	Registered	4314891	4/2/13	Burtin Polymer Laboratories, Inc.
Eliteshield	85595906	Registered	4437186	11/19/13	Burtin Polymer Laboratories, Inc.
Bullet Liner	85377873	Registered	4108612	3/6/12	Burtin Polymer Laboratories, Inc.
Foametix	85165068	Registered	3977502	6/14/11	Burtin Polymer Laboratories, Inc.
Bullet Liner	85132489	Registered	3961668	5/17/11	Burtin Polymer Laboratories, Inc.
Foametix	78895706	Registered	3332664	11/6/07	Burtin Polymer Laboratories, Inc.
Foam Depot	85059339	Registered	4274000	1/15/13	Coating & Foam Solutions, LLC
Pyrodyne	77917946	Registered	3910094	1/25/11	Coating & Foam Solutions, LLC
SSP	77917602	Registered	3837660	8/24/10	Coating & Foam Solutions, LLC
Roof-Tek	77791267	Registered	3836832	8/24/10	Coating and Foam Solutions, LLC
PREMISEAL	85194722	Registered	4117011	03/27/12	Premium Spray Products, Inc.
PREMICOTE	77915393	Registered	3951947	0426/11	Premium Spray Products, Inc.
FOAMSULATE	77915388	Registered	3951946	04/26/11	Premium Spray Products, Inc.
PREMIUM SPRAY PRODUCTS	77912360	Registered	4040160	10/18/11	Premium Spray Products, Inc.

RECORDED: 09/08/2015