

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIRROR ACQUISITION, LLC		10/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., AS AGENT		
Street Address:	303 WEST MADISON STREET, SUITE 2500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2824865	AQUA BORNE CERAMIC	
Registration Number:	2441661	AQUA BORNE CERAMIC	
Registration Number:	3616004	BREATHE SAFE	
Registration Number:	2758177	CERAMITHANE	
Registration Number:	762592	CONCRETE GARD	
Registration Number:	1134392	DURA KING	
Registration Number:	3967945	HIDE IT	
Registration Number:	3343631	MASONRY SHIELD	
Registration Number:	1133912	MASTER TONE	
Registration Number:	1274022	MURALO	
Registration Number:	2556610	SATIN FLOW	
Registration Number:	241186	SPACKLE	
Registration Number:	2783628	SPACKLE	
Registration Number:	2868853	SPACKLE LITE	
Registration Number:	3630464	SUPERFINISH CERAMIC	
Registration Number:	2056531	ULTIMATE	
Registration Number:	2852584	ULTRA CERAMIC	
Registration Number:	2406676	ULTRA WATERBORNE	

CH \$465.00 2824865

CORRESPONDENCE DATA**Fax Number:**

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: 312.577.8574**Email:** humberto.aquino@kattenlaw.com**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN**Address Line 1:** 525 WEST MONROE STREET**Address Line 4:** CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339494-00059
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NAME OF SUBMITTER:	HUMBERTO AQUINO
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SIGNATURE:	/HUMBERTO AQUINO/
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DATE SIGNED:	10/26/2015
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Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 23, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN NXT CAPITAL, LLC, AS THE FIRST LIEN AGENT AND MARANON CAPITAL, L.P., AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 23, 2015, is made by Mirror Acquisition, LLC, a Delaware limited liability company ("Grantor"), in favor of Maranon Capital, L.P., as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among California Products Corporation, a Massachusetts corporation ("CPC"), CPC Acquisition Corp., a Delaware corporation ("CPC Holdings"), National Industrial Coatings, Inc., an Illinois corporation ("Nicoat"; together with CPC and, solely on the Closing Date, CPC Holdings, the "Borrowers" and each, a "Borrower"), the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any “intent-to-use” trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

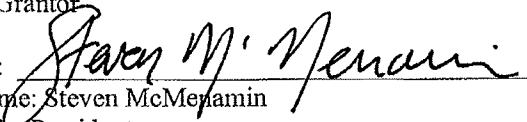
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its 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 conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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


MIRROR ACQUISITION, LLC,
as Grantor

By: 
Name: Steven McMenamin
Title: President

ACKNOWLEDGED:

MARANON CAPITAL, L.P.,

as Agent

By:  _____

Name: Robert E. Kircher III

Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Canada	SPACKLE	213365	12/8/1951	UCA41913	12/8/1951
Germany	SPACKLE	302009007875	2/5/2009	302009007875	7/15/2009
UK	SPACKLE	2381571	1/6/2005	2381571	2/3/2006
US	AQUA BORNE CERAMIC	76520137	5/19/2003	2824865	3/23/2004
US	AQUA BORNE CERAMIC	75605179	12/14/1998	2441661	4/3/2001
US	BREATHE SAFE	77599236	10/23/2008	3616004	5/5/2009
US	CERAMITHANE	76382874	3/18/2002	2758177	9/2/2003
US	CONCRETE GARD and Design	72158822	12/10/1962	762592	1/7/1964
US	DURA KING	73191160	10/30/1978	1134392	5/6/1980
US	HIDE IT	85096901	7/30/2010	3967945	5/24/2011
US	MASONRY SHIELD	77153029	4/10/2007	3343631	11/27/2007
US	MASTER TONE	73154143	1/3/1978	1133912	4/29/1980
US	MURALO	73384231	9/8/1982	1274022	4/17/1984
US	SATIN FLOW	75718214	6/1/1999	2556610	4/2/2002
US	SPACKLE and Design	71257888	11/21/1927	241186	4/17/1928
US	SPACKLE in Stylized Letters	76284943	7/16/2001	2783628	11/18/2003
US	SPACKLE LITE	76531428	7/22/2003	2868853	8/3/2004
US	SUPERFINISH CERAMIC	77586991	10/7/2008	3630464	6/2/2009
US	ULTIMATE	74439046	9/23/1993	2056531	4/29/1997
US	ULTRA CERAMIC	76440021	8/12/2002	2852584	6/15/2004
US	ULTRA WATERBORNE in Stylized Letters	75418179	1/15/1998	2406676	11/21/2000