

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364944

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SP Industries, Inc.		12/08/2015	CORPORATION: DELAWARE
Bel-Art Products		12/08/2015	CORPORATION: NEW JERSEY
Maddak, Inc.		12/08/2015	CORPORATION: NEW JERSEY
Applied Coatings, Inc.		12/08/2015	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 114

Property Type	Number	Word Mark
Registration Number:	4675250	FLOWMI
Registration Number:	4445170	OPEN POSSIBILITIES
Registration Number:	4445119	MORPH
Registration Number:	4445120	MORPH
Registration Number:	4363652	H-B INSTRUMENT
Registration Number:	4637616	H-B
Registration Number:	4229021	HB
Registration Number:	4124167	DURAC
Registration Number:	3946765	MAGIC TOUCH
Registration Number:	3721853	SPINFINITY
Registration Number:	3638495	AQUET
Registration Number:	3638366	PRECISIONWARE
Registration Number:	3665831	SECADOR
Registration Number:	3665832	SECADOR DESICCATOR SECADOR DESICCATOR

CH \$2865.00 4675250

Property Type	Number	Word Mark
Registration Number:	3515625	HOLDFAST
Registration Number:	3508517	HOLDFLASK
Registration Number:	3590134	SENSE-ABLE SCOOPS
Registration Number:	3476379	DURAC
Registration Number:	3637317	BEL-ART PRODUCTS
Registration Number:	3359466	ERGOPET
Registration Number:	3361751	CHROMERGE
Registration Number:	3361752	BLOW-HARD
Registration Number:	3413354	TECHNI-DOME
Registration Number:	3233167	VIKEM
Registration Number:	2989139	SLIP-ON
Registration Number:	2691759	SECADOR DESICCATOR
Registration Number:	2543601	PI RACK
Registration Number:	2472500	EASY READ
Registration Number:	2107117	STERILEWARE
Registration Number:	2081097	FRIO-TEMP
Registration Number:	2049867	SPINDRIVE
Registration Number:	1908258	FRICTWARE
Registration Number:	1866260	ENVIRO-SAFE
Registration Number:	1579908	SPINPLUS
Registration Number:	1528060	ABLEWARE
Registration Number:	1509990	ABLEWARE
Registration Number:	1477354	SCIENCEWARE
Registration Number:	1325591	LOK-IN-EL
Registration Number:	1339874	BEL ART SCIENCEWARE
Registration Number:	1300294	DURAC
Registration Number:	1263900	VIKEM
Registration Number:	1244321	POXYGRID
Registration Number:	1235265	GLASCRIBE
Registration Number:	1233444	LAB-AIRE
Registration Number:	1255179	VIBRASORB
Registration Number:	1214700	ABLEWARE
Registration Number:	1205312	MATEY
Registration Number:	1194972	ODO-CLAVE
Registration Number:	1114448	POXYGRID
Registration Number:	1113083	FRIGIMAT
Registration Number:	1101324	ELLIPSO-SPOON
Registration Number:	1080280	MADDAPLAS

Property Type	Number	Word Mark
Registration Number:	1090027	SPINWEDGE
Registration Number:	1066745	HOT HAND
Registration Number:	1069765	COOL STIR
Registration Number:	1025167	TALL-ETTE
Registration Number:	1029247	SPINPAK
Registration Number:	1029248	SPINRING
Registration Number:	1029249	SPINSTAR
Registration Number:	1024586	QUAVER
Registration Number:	1024587	QUAVERETTE
Registration Number:	1025168	ARTHRO
Registration Number:	1027285	MADDACOMFORT
Registration Number:	1021438	
Registration Number:	1012850	SPINVANE
Registration Number:	0995716	CLAVIES
Registration Number:	0997016	MADDAK
Registration Number:	0949302	MICRO-MILL
Registration Number:	0916526	ACI BEL-ART
Registration Number:	0899632	VAKUWASH
Registration Number:	0864529	VARI-PET
Registration Number:	0851304	FLUO-KEM
Registration Number:	0848540	SPINFIN
Registration Number:	0814972	SPINBAR
Registration Number:	0829603	BEL-ART
Registration Number:	2826367	RAPTOR REACHER
Registration Number:	1446385	CARD PLAYER
Registration Number:	1176002	"ARTHWRIER"
Registration Number:	4018105	MAKING TIME FOR SCIENCE
Registration Number:	4018106	SP SP SCIENTIFIC
Registration Number:	3900354	LYOLEARN
Registration Number:	3560781	WILMAD LABGLASS
Registration Number:	3748173	SMART FREEZE-DRYER
Registration Number:	3845319	SP INDUSTRIES, INC.
Registration Number:	3870208	SP
Registration Number:	2505955	LYOSTAR
Registration Number:	2432784	MAXI COOL
Registration Number:	2342876	HULL
Registration Number:	2266600	HULL
Registration Number:	2273826	HULL

Property Type	Number	Word Mark
Registration Number:	2202137	PROFORMANCE
Registration Number:	2202138	DYNALIFT
Registration Number:	2200422	PROCULTURE
Registration Number:	2215231	SHUR-LOC
Registration Number:	2212122	LG LABGLASS
Registration Number:	1766615	FILTERWARE
Registration Number:	1735645	TORNADO
Registration Number:	1735639	CHROMWARE
Registration Number:	1563139	QUADRAFLOW
Registration Number:	1093179	FREEZEMOBILE
Registration Number:	0971284	WILMAD
Registration Number:	0882386	QUICKSEAL
Registration Number:	0869380	VIRTIS
Registration Number:	0871284	VIRTIS
Registration Number:	0694889	HOTPACK
Registration Number:	4047335	STABILITY ENVIRONMENTS
Registration Number:	1015694	TAPERLOK
Registration Number:	4814144	SQUEEZE RITE
Registration Number:	1713407	TURBO-JET
Registration Number:	2587219	LYOMANAGER
Registration Number:	3642581	PRECISIONWARE
Serial Number:	86593179	SP
Serial Number:	86593223	SP
Serial Number:	86469715	FTS

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

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:	387132-135
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/08/2015

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 8, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).


[SIGNATURE PAGES FOLLOW]

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.

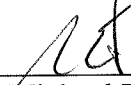
SP INDUSTRIES, INC.,
as Grantor.

By: 
Name: Michael P. Santoni
Title: Vice President Finance


BEL-ART PRODUCTS,
as Grantor

By: 
Name: Michael P. Santoni
Title: Vice President Finance

MADDAK, INC.,
as Grantor

By: 
Name: Michael P. Santoni
Title: Vice President Finance

APPLIED COATINGS, INC.,
as Grantor

By: 
Name: Michael P. Santoni
Title: Vice President Finance

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: 
Name: Scott Renzulli
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

U.S. Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
FLOWMI	4,675,250	1/20/2015
OPEN POSSIBILITIES	4,445,170	12/3/2013
MORPH	4,445,119	12/3/2013
MORPH & Design	4,445,120	12/3/2013
H-B INSTRUMENT	4,363,652	7/9/2013
H-B	4,637,616	11/11/2014
HB & Design	4,229,021	10/23/2012
DURAC	4,124,167	4/10/2012
MAGIC TOUCH	3,946,765	4/19/2011
SPINFINITY	3,721,853	12/8/2009
AQUET	3,638,495	6/16/2009
PRECISIONWARE	3,638,366	6/16/2009
SECADOR	3,665,831	8/11/2009
SECADOR DESSICATOR SECADOR DESICCATOR (Stylized)	3,665,832	8/11/2009
HOLDFAST	3,515,625	10/14/2008
HOLDFLASK	3,508,517	9/30/2008
SENSE-ABLE SCOOPS	3,590,134	3/17/2009
DURAC	3,476,379	7/29/2008
BEL-ART PRODUCTS	3,637,317	6/16/2009
ERGOPET	3,359,466	12/25/2007
CHROMERGE	3,361,751	1/1/2008
BLOW-HARD	3,361,752	1/1/2008
TECHNI-DOME	3,413,354	4/15/2008
VIKEM	3,233,167	4/24/2007
SLIP-ON	2,989,139	8/30/2005
SECADOR DESSICATOR SECADOR DESICCATOR (Stylized)	2,691,759	2/25/2003
PIRACK & Design	2,543,601	2/26/2002
EASY READ	2,472,500*	7/24/2001
STERILEWARE	2,107,117	10/21/1997
FRIO-TEMP	2,081,097	7/22/1997
SPINDRIVE	2,049,867	4/1/1997
FRITWARE	1,908,258	8/1/1995
ENVIRO-SAFE	1,866,260	12/6/1994
SPINPLUS	1,579,908	1/30/1990
ABLEWARE & Design	1,528,060	3/7/1989
ABLEWARE	1,509,990	10/25/1988
SCIENCEWARE	1,477,354	2/23/1988

Trademark	Registration No.	Registration Date
LOK-IN-EL	1,325,591	3/19/1985
BEL ART SCIENCEWARE & Design	1,339,874	6/11/1985
DURAC	1,300,294	10/16/1984
VIKEM	1,263,900	1/17/1984
POXYGRID	1,244,321	7/5/1983
GLASCRIBE	1,235,265	4/19/1983
LAB-AIRE	1,233,444	4/5/1983
VIBRASORB	1,255,179	10/25/1983
ABLEWARE	1,214,700	11/2/1982
MATEY	1,205,312	8/17/1982
ODO-CLAVE	1,194,972	5/11/1982
POXYGRID (Stylized)	1,114,448	3/6/1979
FRIGIMAT	1,113,083	2/13/1979
ELLIPSO-SPOON	1,101,324	9/5/1978
MADDAPLAS	1,080,280	12/27/1977
SPINWEDGE	1,090,027	4/25/1978
HOT HAND	1,066,745	5/31/1977
COOL STIR	1,069,765	7/19/1977
TALL-ETTE	1,025,167	11/18/1975
SPINPAK	1,029,247	1/6/1976
SPINRING	1,029,248	1/6/1976
SPINSTAR	1,029,249	1/6/1976
QUAVER	1,024,586	11/11/1975
QUAVERETTE	1,024,587	11/11/1975
ARTHRO	1,025,168	11/18/1975
MADDACOMFORT	1,027,285	9/30/1975
Design mark	1,021,438	9/30/1975
SPINVANE	1,012,850	6/10/1975
CLAVIES	0,995,716	10/15/1974
MADDAK	0,997,016	10/29/1974
MICRO-MILL	0,949,302	12/26/1972
ACI BEL-ART & Design	0,916,526	7/13/1971
VAKUWASH	0,899,632	9/29/1970
VARI-PET	0,864,529	2/4/1969
FLUO-KEM	0,851,304	6/25/1968
SPINFIN	0,848,540	5/7/1968
SPINBAR	0,814,972	9/13/1966
BEL-ART	0,829,603	6/6/1967
RAPTOR REACHER	2,826,367	3/23/2004
CARD PLAYER	1,446,385	7/7/1987
"ARTHWRITER"	1,176,002	11/3/1981
MAKING TIME FOR SCIENCE	4,018,105	8/30/2011
SP SCIENTIFIC & Design	4,018,106	8/30/2011
LYOLEARN	3,900,354	1/4/2011
WILMAD LABGLASS & Design	3,560,781	1/13/2009
SMART FREEZE-DRYER	3,748,173	2/16/2010
SP INDUSTRIES, INC.	3,845,319	9/7/2010
SP & Design	3,870,208	11/2/2010
LYOSTAR	2,505,955	11/13/2001
MAXI COOL	2,432,784	3/6/2001
HULL	2,342,876	4/18/2000
HULL & Design	2,266,600	8/3/1999

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HULL	2,273,826	8/31/1999
PROFORMANCE	2,202,137	11/3/1998
DYNALIFT	2,202,138	11/3/1998
PROCULTURE	2,200,422	10/27/1998
SHUR-LOC	2,215,231	12/29/1998
LG LABGLASS & Design	2,212,122	12/22/1998
FILTERWARE	1,766,615	4/20/1993
TORNADO	1,735,645	11/24/1992
CHROMWARE	1,735,639	11/24/1992
QUADRAFLOW	1,563,139	10/31/1989
FREEZEMOBILE	1,093,179	6/13/1978
WILMAD	0,971,284	10/23/1973
QUICKSEAL	0,882,386	12/16/1969
VIRTIS	0,869,380	5/13/1969
VIRTIS	0,871,284	6/17/1969
HOTPACK	0,694,889	3/22/1960
STABILITY ENVIRONMENTS	4,047,335	11/1/2011
TAPERLOK	1,015,694	7/15/1975
SQUEEZE RITE	4,814,144	9/15/2015
TURBO-JET	1,713,407	9/8/1992
LYOMANAGER	2,587,219	7/2/2002
PRECISIONWARE (DESIGN)	3,642,581	6/23/09

State Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>State</u>
APPLIED COATINGS	S11977	4/2/1990	New York
APPLIED COATINGS	9161	3/30/1990	New Jersey

Foreign Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Country</u>
GENEVAC	2222331A	10/20/2000	United Kingdom
DRI PURE	2557593	7/25/2003	Community Trademarks
GENEVAC	2484699	5/27/2003	Community Trademarks
MICRO-MILL	TMA245260	5/23/1980	Canada
SPINWEDGE	TMA244554	5/9/1980	Canada
ARTHRO	TMA223648	10/14/1977	Canada
BEL ART THE WORLD OF SCIENCE IF OUR SPHERE & Design	TMA223740	10/21/1977	Canada
BEL-ART	TMA223739	10/21/1977	Canada
CLAVIES	TMA223649	10/14/1977	Canada
COOL STIR	TMA225935	2/10/1978	Canada
Design mark	TMA225600	1/27/1978	Canada

Trademark	Registration No.	Registration Date	Country
HOT HAND	TMA244553	5/09/1980	Canada
LABLENS	TMA225774	2/3/1978	Canada
MADDAK	TMA223859	10/28/1977	Canada
QUAVER	TMA223652	10/14/1977	Canada
QUAVERETTE	TMA224313	11/25/1977	Canada
SPINFIN	TMA223653	10/14/1977	Canada
SPINRING	TMA223860	10/28/1977	Canada
SPINPAK	TMA223741	10/21/1977	Canada
SPINSTAR	TMA223861	10/28/1977	Canada
SPINVANE	TMA223862	10/28/1977	Canada
TALL-ETTE	TMA223654	10/14/1977	Canada
VAKUWASH	TMA223743	10/21/1977	Canada
VIKEM	TMA223655	10/14/1977	Canada
SPINBAR	TMA216519	10/8/1976	Canada
SPINBAR	R 362898	11/13/1979	Benelux
SPINBAR	VR 001083 1981	3/20/1981	Denmark
SPINBAR	80977	3/8/1982	Finland
SPINBAR	N 1546845	8/10/1989	France
HOT HAND	N 1409713	1/17/1997	France
FRIO-TEMP	39628058	2/18/1997	Germany
ENVIRO-SAFE	2905405	5/3/1995	Germany
HOT HAND	1093671	7/9/1986	Germany
SPINBAR	934536	8/19/1975	Germany
SPINBAR	118919	10/18/1984	Norway
SPINBAR	173169	8/15/1980	Sweden
HOT HAND	B1310460	12/9/1988	United Kingdom
SPINBAR	1288207	3/15/1991	United Kingdom
SPINBAR	2715609	8/30/1996	Japan
SPINBAR	453579	5/4/1989	Australia
SPINBAR	168636	10/28/1988	New Zealand
HAND GYM & Design	TMA242298	4/3/1980	Canada
SP SCIENTIFIC & Design	264517	3/19/2012	Norway
SP SCIENTIFIC & Design	621774	8/5/2011	Switzerland
SP SCIENTIFIC & Design	10142446	12/29/2011	Community Trademarks
SP & Design	8346471	9/15/2010	Community Trademarks
W WILMAD & Design	2003B15591	11/12/2002	Hong Kong
LG LABGLASS	2003B10028	11/12/2002	Hong Kong
SP & Design	1826485	6/8/2009	India
SP & Design	1826486	6/8/2009	India
SP & Design	1826487	6/8/2009	India
SP SCIENTIFIC & Design	5476828	3/9/2012	Japan
SP & Design	5277519	10/30/2009	Japan
SP SCIENTIFIC & Design	4500426430000	12/7/2012	South Korea
SP & Design	4500336490000	1/26/2011	South Korea
SP & Design	01404332	4/1/2010	Taiwan

2. TRADEMARK APPLICATIONS

U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
SP & Design	86/593,179	4/10/2015
SP	86/593,223	4/10/2015
FTS	86/469,715	12/3/2014