

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Shelf Laminated Products, Inc.		12/02/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	6715 Tippecanoe Road, Bldg. D		
Internal Address:	Suite 102		
City:	Canfield		
State/Country:	OHIO		
Postal Code:	44406		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4517720	SAMSON	
Registration Number:	4734363	SARAMAR	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS.COM		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-001063/1707/AMDTSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	12/31/2015		
Total Attachments: 5			
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of December 2, 2015 (the "Effective Date"), by and between **TOP SHELF LAMINATED PRODUCTS, INC.**, an Ohio corporation ("Debtor"), whose principal place of business and mailing address is 400 Dietz Road, Warren, Ohio 44483, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), with an office at 6715 Tippecanoe Rd. Bldg. D, Suite 102, Canfield, Ohio 44406, and is as follows:

Preliminary Statements

A. Debtor, certain Affiliates of Debtor, and Lender are parties to that certain Credit and Security Agreement dated as of May 6, 2011, as amended by the First Amendment to Credit and Security Agreement dated as of April 3, 2013, the Second Amendment to Credit and Security Agreement dated as of April 30, 2014, the Third Amendment to Loan Documents dated as of July 28, 2014, the Fourth Amendment to Loan Documents dated as of November 7, 2014, the Fifth Amendment to Loan Documents dated as of January 7, 2015, the Agreement Regarding Loan Documents dated as of March 30, 2015, and the First Amendment to Agreement Regarding Loan Documents dated as of September 3, 2015 (as amended, the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, Debtor and Lender entered into a Trademark Security Agreement dated as of March 30, 2015 (the "Trademark Security Agreement").

B. Debtor, certain Affiliates of Debtor and Lender have decided to amend and restate the Existing Credit Agreement by entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended and restated, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. It is a condition precedent to the effectiveness of the Credit Agreement that Debtor amends the Trademark Security Agreement.

D. Now, in order to satisfy the condition precedent set forth in the Credit Agreement, Debtor and Secured Party hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement).

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and (b) acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

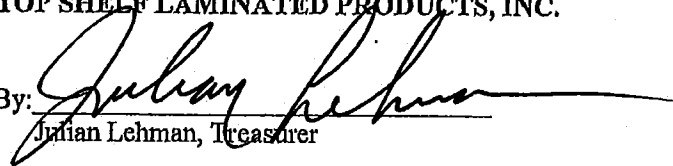
7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

TOP SHELF LAMINATED PRODUCTS, INC.

By:


Julian Lehman, Treasurer

FIFTH THIRD BANK

By:

Thomas P. Murray, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

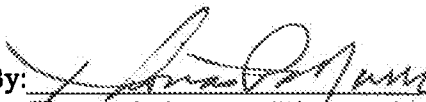
TRADEMARK
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IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Secured Party as of the Effective Date.

TOP SHELF LAMINATED PRODUCTS, INC.

By: _____
Julian Lehman, Treasurer

FIFTH THIRD BANK

By:  _____
Thomas P. Murray, Vice President

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

U.S. Trademarks

Mark	Application Serial Number	Application Date	Registration Number	Registration Date
Samson	86/063,906	9/13/2013	4,517,720	4/22/2014
Saramar	86/307,658	6/12/2014	4,734,363	5/12/2015