

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ULTIMATE RB, INC.		02/08/2016	CORPORATION: DELAWARE
ACCELLA POLYURETHANE SYSTEMS LLC		02/08/2016	LIMITED LIABILITY COMPANY: DELAWARE

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:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	1501778	MARCHEM
Registration Number:	3456678	RB SILENT-TREAD
Registration Number:	2430836	BOUNCE BACK
Registration Number:	3622008	ECOFIL
Registration Number:	2286007	EVERHARD
Registration Number:	3120108	INTELLATHANE
Registration Number:	3221516	STONECAST
Registration Number:	3106767	CAREFREE TIRE
Registration Number:	3057799	NEVERFLAT
Registration Number:	4137135	BINDERBOND
Registration Number:	3605740	PATHWAYPOLYMERS
Registration Number:	3763767	TYRBOND
Registration Number:	3599153	PATHWAY POLYMERS
Registration Number:	3562737	LYNERBOND
Registration Number:	1654121	TYRLYNER
Registration Number:	1054123	TYRFIL
Registration Number:	3077060	ULTI-MAT
Serial Number:	86500723	LYNERBOND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4656033	RB SILENT-TREAD
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

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: 02/09/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 8, 2016, by Ultimate RB, Inc., a Delaware corporation and Accella Polyurethane Systems LLC, a Delaware limited liability company (collectively, "Grantors"), 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 September 8, 2015, 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"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, 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, the Borrowers previously executed and delivered to Agent, for itself and the ratable benefit of Lenders and Hedging Affiliates, 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"); and

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. 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. 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 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. 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.

ULTIMATE RB, INC.

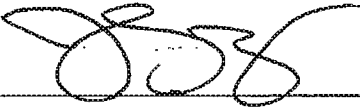
By: Andrew M. Harris
Name: Andrew Harris
Title: Chief Executive Officer and President

ACCELLA POLYURETHANE SYSTEMS LLC

By: Andrew M. Harris
Name: Andrew Harris
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: _____
Title: **Junaid Sozer**
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Date Filed	Date of Registration
Accella Polyurethane Systems LLC	MARCHEM	73/567121	1501778	11/06/85	08/30/88
Ultimate RB, Inc.	RB SILENT-TREAD	77/180999	3456678	05/15/07	07/01/08
Ultimate RB, Inc.	BOUNCE BACK	75/708750	2430836	05/18/99	02/27/01
Accella Polyurethane Systems LLC	ECOFIL (US)	77/507235	3,622,008	06/24/08	05/19/09
Accella Polyurethane Systems LLC	EVERHARD (US)	75/271,230	2,286,007	04/07/97	10/12/99
Accella Polyurethane Systems LLC	INTELLATHANE (US)	78/675,856	3,120,108	06/22/05	7/25/06
Accella Polyurethane Systems LLC	STONECAST (US)	78/675,862	3,221,516	06/22/05	03/27/07
Accella Polyurethane Systems LLC	CAREFREE TIRE (US)	78/666,822	3,106,767	07/08/05	06/20/06
Accella Polyurethane Systems LLC	NEVERFLAT (US)	78/574,292	3,057,799	02/24/05	02/07/06

Grantor	Mark	Application Number	Registration Number	Registration Date
Accella Polyurethane Systems LLC	BINDERBOND	85/312,647	4,137,135	05/01/2012
Accella Polyurethane Systems LLC	PATHWAY POLYMERS & Design	77/564,247	3,605,740	04/14/2009
Accella Polyurethane Systems LLC	TYRBOND	77/295,794	3,763,767	03/23/2010
Accella Polyurethane Systems LLC	PATHWAY POLYMERS	77/174,123	3,599,153	03/31/2009
Accella Polyurethane Systems LLC	LYNERBOND	77/174,193	3,562,737	01/13/2009

Grantor	Mark	Application Number	Registration Number	Registration Date
Accella Polyurethane Systems LLC	TYRLYNER	73/807,979	1,654,121	08/20/1991
Accella Polyurethane Systems LLC	TYRFIL	72/436,025	1,054,123	12/07/1976
Ultimate RB, Inc.	ULTI-MAT	-	3077060	04/04/06
Accella Polyurethane Systems LLC*	TRU-MOTION	86/254974		
Accella Polyurethane Systems LLC	LYNERBOND	86/500723		
Ultimate RB, Inc.	RB SILENT-TREAD	86/269849	4656033	12/16/2014
Accella Polyurethane Systems LLC *	Z Value	86611463	---	---
Accella Polyurethane Systems LLC	Eliteshield XPC	85664672	4314891	4/2/13
Accella Polyurethane Systems LLC	Eliteshield	85595906	4437186	11/19/13
Accella Polyurethane Systems LLC	Bullet Liner	85377873	4108612	3/6/12
Accella Polyurethane Systems LLC	Foametix	85165068	3977502	6/14/11
Accella Polyurethane Systems LLC	Bullet Liner	85132489	3961668	5/17/11
Accella Polyurethane Systems LLC	Foametix	78895706	3332664	11/6/07
Accella Polyurethane Systems LLC	Foam Depot	85059339	4274000	1/15/13
Accella Polyurethane Systems LLC	Pyrodyne	77917946	3910094	1/25/11
Accella Polyurethane Systems LLC	SSP	77917602	3837660	8/24/10
Accella Polyurethane Systems LLC	Roof-Tek	77791267	3836832	8/24/10
Accella	PREMISEAL	85194722	4117011	03/27/12

Grantor	Mark	Application Number	Registration Number	Registration Date
Polyurethane Systems LLC				
Accella Polyurethane Systems LLC	PREMICOTE	77915393	3951947	0426/11
Accella Polyurethane Systems LLC	FOAMSULATE	77915388	3951946	04/26/11
Accella Polyurethane Systems LLC	PREMIUM SPRAY PRODUCTS	77912360	4040160	10/18/11
Accella Polyurethane Systems LLC*	PREMIGUARD	(Serial Number) 86238337	-	-

*Pending