

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Abro Industries, Inc.		02/23/2016	CORPORATION: INDIANA
Abro Licensing, LLC		02/23/2016	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Old Plank Trail Community Bank, N.A.
Street Address:	20012 Wolf Road
City:	Mokena
State/Country:	ILLINOIS
Postal Code:	60448
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	86156136	
Serial Number:	86156143	
Serial Number:	86514121	
Serial Number:	86188876	SABOTAGE
Serial Number:	85763558	
Serial Number:	85632925	PERFECT BOND
Serial Number:	85535993	ULTRA PLUS
Serial Number:	85523584	
Serial Number:	85416335	
Serial Number:	85186152	ABROSTAR
Serial Number:	85136277	
Serial Number:	78489740	A TRUSTED NAME WORLDWIDE
Serial Number:	78211471	PROTECT-ALL
Serial Number:	78211479	STOPLEAK
Serial Number:	78211478	EAGLE
Serial Number:	78211477	SHOCK MASTER
Serial Number:	78211476	ABRO LUBE
Serial Number:	78211470	WASH-N-GLO

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78211469	ABROCOLOR
Serial Number:	78211468	SMOKE STOP
Serial Number:	78211362	ABRO STEEL
Serial Number:	77793119	999
Serial Number:	77944891	LA MARCA DE CONFIANZA MUNDIAL
Serial Number:	76482802	THERMOMETAL
Serial Number:	76420192	ABROLOK
Serial Number:	86298863	ABRO
Serial Number:	86135201	ABRO
Serial Number:	86091655	ABRO
Serial Number:	85981473	ABRO
Serial Number:	85523604	ABRO
Serial Number:	85344627	ABRO
Serial Number:	85344199	ABRO
Serial Number:	77800516	ABRO
Serial Number:	77552145	ABRO
Serial Number:	77347721	ABRO
Serial Number:	77141227	ABRO
Serial Number:	76063953	ABRO
Serial Number:	75557959	ABRO
Serial Number:	75487632	ABRO
Serial Number:	75218943	ABRO
Serial Number:	73088431	ABRO

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: 3128637141

Email: kristen.thomas@goldbergkohn.com

Correspondent Name: Kristen Thomas, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd. 55 E Monroe St.

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7032.010

NAME OF SUBMITTER: Kristen Thomas

SIGNATURE: /kristenthomas/

DATE SIGNED: 02/23/2016

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 23, 2016, by ABRO INDUSTRIES, INC., a Indiana corporation ("ABRO"), ABRO LICENSING, LLC, a Indiana limited liability company ("ABRO Licensing" together with ABRO are "Grantors" and each a "Grantor"), in favor of OLD PLANK TRAIL COMMUNITY BANK, N.A., a national banking association ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantors, other Loan Parties party thereto, and Lender thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make loans and other financial accommodations for the benefit of Grantors;

WHEREAS, Lender is willing to make the loans and other financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain of its affiliates shall have executed and delivered to Lender, that certain Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, 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 Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Lender, 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 (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) 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. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall control.

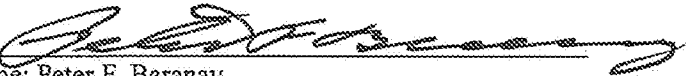
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Counterparts. This 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.

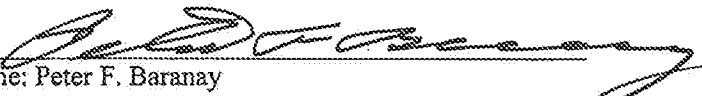
[signature page follows]

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.

ABRO LICENSING, LLC

By: 
Name: Peter F. Baranay
Title: President

ABRO INDUSTRIES, INC.

By: 
Name: Peter F. Baranay
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

OLD PLANK TRAIL COMMUNITY BANK, N.A.
as Lender

By: _____
Name: J. Daniel Shelby
Title: Vice President

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.

ABRO LICENSING, LLC

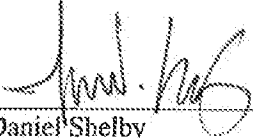
By: _____
Name: Peter F. Baranay
Title: President

ABRO INDUSTRIES, INC.

By: _____
Name: Peter F. Baranay
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

OLD PLANK TRAIL COMMUNITY BANK, N.A.
as Lender

By:  _____
Name: J. Daniel Shelby
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	STATUS	SERIAL NO.	REGISTRATION NO.	DATE
[Design Only]	Registered	86/156136	4883288	01/05/16
[Design Only]	Registered	86/156143	4876123	12/22/15
[Design Only]	Registered	86/514121	4821488	09/29/15
Sabotage	Registered	86/188876	4576026	07/29/14
[Design Only]	Registered	85/763558	4385731	08/13/13
Perfect Bond	Registered	85/632925	4381037	08/06/13
Ultra Plus	Registered	85/535993	4205744	09/11/12
[Design Only]	Registered	85/523584	4311612	04/02/13
[Design Only]	Registered	85/416335	4153256	06/05/12
Abrostar	Registered	85/186152	4065968	12/06/11
[Design Only]	Registered	85/136277	4051818	11/08/11
A Trusted Name Worldwide	Registered	78/489740	3776292	04/13/10
Protect-All	Registered	78/211471	2871490	04/10/04
Stopleak	Registered	78/211479	2869280	08/03/04
Eagle	Registered	78/211478	2888922	09/28/04
Shock Master	Registered	78/211477	2802464	01/06/04
ABRO Lube	Registered	78/211476	2808710	01/27/04
Wash-N-Glo	Registered	78/211470	2827918	03/30/04
Abrocolor	Registered	78/211469	2802463	01/06/04
Smoke Stop	Registered	78/211468	2823304	03/16/04
ABRO Steel	Registered	78/211362	2879204	08/31/04
999	Registered	77/793119	3770548	04/06/10
La Marca de Confianza Mundial	Registered	77/944891	3910154	01/25/11
Thermometal	Registered	76/482802	2890816	10/05/04
Abrolok	Registered	76/420192	2754295	08/19/03
ABRO	Registered	86/298863	4667428	01/06/15
ABRO	Registered	86/135201	4556027	06/24/14
ABRO	Registered	86/091655	4626169	10/21/14
ABRO	Registered	85/981473	4523462	04/29/14
ABRO	Registered	85/523604	4285074	02/05/13
ABRO	Registered	85/344627	4074280	12/20/11
ABRO	Registered	85/344199	4258510	12/11/12
ABRO	Registered	77/800516	3766850	03/30/10
ABRO	Registered	77/552145	3598117	03/31/09
ABRO	Registered	77/347721	3471702	07/22/08
ABRO	Registered	77/141227	3358772	12/25/07
ABRO	Registered	76/063953	2461698	06/19/01
ABRO	Registered	75/557959	2337675	04/04/00
ABRO	Registered	75/487632	2823603	03/16/04
ABRO	Registered	75/218943	2161554	06/02/98
ABRO	Registered	73/088431	1103736	10/10/78