

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375590

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900355702		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ilpea Industries, Inc.		02/24/2016	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	249 Fifth Avenue		
Internal Address:	One PNC Plaza		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0809201	CORFLO	
CORRESPONDENCE DATA			
Fax Number:	2164798386		
<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:	2164798386		
Email:	rebecca.gallagher@squirepb.com		
Correspondent Name:	Steven M. Auvil		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	034397.00035		
NAME OF SUBMITTER:	Steven M. Auvil		
SIGNATURE:	/s/ Steven M. Auvil		
DATE SIGNED:	03/04/2016		
Total Attachments: 7			
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CONFIRMATION AND AMENDMENT OF PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

THIS CONFIRMATION AND AMENDMENT OF PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “Confirmation”) is made and entered into as of February 24, 2016 by ILPEA INDUSTRIES, INC., an Indiana corporation (the “Borrower”), ILPEA PARENT INC., a Delaware corporation (the “Parent” and, together with the Borrower, each a “Grantor” and collectively, the “Grantors”), to and in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the “Administrative Agent”) for the Lenders (as this and other capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Amended and Restated Credit Agreement defined below) and certain of their Affiliates.

Recitals:

A. The Grantors are “Grantors” under and pursuant to that certain Patent, Trademark and Copyright Security Agreement dated as of December 13, 2012 (as amended, modified or supplemented from time to time, the “IP Security Agreement”).

B. The IP Security Agreement was executed and delivered pursuant to that certain Credit Agreement dated as of December 13, 2012, as amended by a First Amendment dated as of January 23, 2013, a Second Amendment dated as of February 21, 2014 and a Third Amendment dated as of November 3, 2014 (collectively, the “Original Credit Agreement”), among the Borrower, the Parent, the Lenders party thereto, the Administrative Agent and certain other parties.

C. The Borrower, the Parent, the Lenders, the Administrative Agent and certain other parties have entered into an Amended and Restated Credit Agreement of even date herewith (the

“Amended and Restated Credit Agreement”), wherein the parties amended and restated the Original Credit Agreement in its entirety.

D. The Grantors make this confirmation for the benefit of the Administrative Agent and the Lenders and certain of their Affiliates pursuant to Section 7.1.1(iii) of the Amended and Restated Credit Agreement and as a condition to the effectiveness of the Amended and Restated Credit Agreement.

E. The parties hereto also desire to amend the IP Security Agreement as set forth herein.

Confirmations and Agreements:

1. Each Grantor confirms that it, together with the Lenders, the Administrative Agent and certain other parties, has entered into the Amended and Restated Credit Agreement and that, inter alia, the Amended and Restated Credit Agreement provides, subject to the terms and conditions thereof, for the advance to the Borrower of additional Term Loans.

2. Each Grantor also hereby confirms and ratifies all of its respective grants of security interests, obligations, liabilities and agreements under and pursuant to the IP Security Agreement, which hereafter applies to all of the Indebtedness and other Obligations under and pursuant to the Amended and Restated Credit Agreement (including, without limitation, the Revolving Credit Loans, the Dollar Term Loans and the Euro Term Loans, as such latter two have been increased pursuant to the Amended and Restated Credit Agreement), and confirms that the Amended and Restated Credit Agreement and the transactions contemplated thereby do not limit, impair or otherwise affect any such grant, obligation, liability or agreement of such Grantor under the IP Security Agreement (except that such grants, obligations, liabilities or

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agreements shall apply also to the additional Indebtedness under the Amended and Restated Credit Agreement described above), which remains unmodified and in full force and effect.

3. For the avoidance of doubt, but without impugning the efficacy of the existing security interests under the IP Security Agreement, each Grantor hereby re-grants a security interest to the Administrative Agent for the benefit of the Secured Creditors (as defined in the IP Security Agreement) in, and re-pledges, re-assigns and re-sets over to the Secured Party any and all of the Proprietary Collateral of the Grantors (as defined in the IP Security Agreement).

4. The Schedule of Trademarks attached to the IP Security Agreement as Exhibit A is hereby amended by adding the trademark described within and attached hereto as “Attachment 1”.

5. Any and all references to the “Credit Agreement” in the IP Security Agreement shall be deemed to refer to the Amended and Restated Credit Agreement.


6. This Confirmation shall be governed by the laws of the State of New York, shall bind the Grantors and their respective successors and assigns, and shall inure to the benefit of the Lenders, certain of their Affiliates and the Administrative Agent and their respective successors and assigns.

7. This Confirmation may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[No additional provisions are on this page; the signature page follows.]

IN WITNESS WHEREOF, each Grantor has hereunto set its hand as of the date first above written.

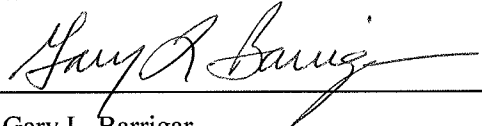
ILPEA INDUSTRIES, INC.

By: 

Name: Gary L. Barrigar

Title: Secretary and Vice President of Finance

ILPEA PARENT INC.

By: 

Name: Gary L. Barrigar

Title: Secretary

[Signature page to Confirmation and Amendment of Patent, Trademark and Copyright Security Agreement]

010-8195-2024/AMERICAS

TRADEMARK
REEL: 005742 FRAME: 0624

EXECUTION VERSION

STATE OF Kentucky)
COUNTY OF Jefferson) SS:

The foregoing Confirmation and Amendment of Patent, Trademark, Copyright Security Agreement was executed and acknowledged before me this 23rd day of February 2016 by Gary L. Barrigar, personally known to me to be the Secretary + VP of Finance of Ilpea Industries, Inc., an Indiana corporation, on behalf of such corporation.

Karen Ballard
NOTARY PUBLIC

My commission expires 4-20-2019

STATE OF Kentucky)
COUNTY OF Jefferson) SS:

The foregoing Confirmation and Amendment of Patent, Trademark, Copyright Security Agreement was executed and acknowledged before me this 23rd day of February 2016, by Gary L. Barrigar, personally known to me to be the Secretary of Ilpea Parent Inc., a Delaware corporation, on behalf of such corporation.

Karen Ballard
NOTARY PUBLIC

My commission expires 4-20-2019

STATE OF Ky }
COUNTY OF Jefferson } SS:

The foregoing Confirmation and Amendment of Patent, Trademark, Copyright Security Agreement was acknowledged before me this 22 day of Feb 2016, by Gregory Carroll, personally known to me to be the Senior Vice President of PNC Bank, National Association, a national banking association, on behalf of such bank.

Krista Dorsett
NOTARY PUBLIC

My commission expires 9-16-18

KRISTA DORSETT
Notary Public
State at Large
Kentucky
My Commission Expires Sept. 16, 2018

ATTACHMENT 1
AMENDMENT TO SCHEDULE OF TRADEMARKS

Trademarks

<u>Grantor</u>	<u>Registration No.</u>	<u>Issue Date</u>	<u>Mark</u>
Ilpea Industries, Inc.	0,809,201	5/31/1966	CORFLO