

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM381226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silberline Manufacturing Co., Inc.		04/14/2016	Corporation: INDIANA

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	3025 Chemical Road
Internal Address:	Suite 300
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	Pennsylvania Banking Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	75245708	AQUA PASTE
Serial Number:	74214743	AQUASIL
Serial Number:	77484820	AQUAVEX
Serial Number:	78270410	ETERNABRITE
Serial Number:	85021862	FLEXOSIL
Serial Number:	76138265	GLAMOUR FLAKE
Serial Number:	73401109	HYDRO PASTE
Serial Number:	73536041	S
Serial Number:	74103384	SIL-O-WET
Serial Number:	75161856	SILBERCOTE
Serial Number:	73536042	SILBERLINE MANUFACTURING CO., INC.
Serial Number:	75135165	SILCROMA
Serial Number:	77609110	SILVER STAR
Serial Number:	73386276	SILVET
Serial Number:	73395860	SILVEX
Serial Number:	73074758	SPARKLE SILVER
Serial Number:	76562242	SPARKLE SILVER ULTRA
Serial Number:	73398222	SPARKLE SILVET

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	73398224	SPARKLE SILVEX
Serial Number:	75686001	STARBRITE
Serial Number:	77385128	THE ARCHITECTS OF LIGHT
Serial Number:	76374474	TUFFLAKE
Serial Number:	86257993	SHRINKSIL

CORRESPONDENCE DATA

Fax Number: 2155648120

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: 215-564-8703

Email: kgibson@stradley.com

Correspondent Name: Kyle Gibson

Address Line 1: 2600 One Commerce Square

Address Line 2: Stradley Ronon Stevens & Young, LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	184880-0006
NAME OF SUBMITTER:	Kyle Gibson
SIGNATURE:	/s/ Kyle Gibson
DATE SIGNED:	04/20/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") is made as of April 14, 2016, by and between **SILBERLINE MANUFACTURING CO., INC.**, a corporation incorporated under the laws of the State of Indiana ("Grantor") and **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania Banking Institution ("Lender").

WITNESSETH:

WHEREAS, the Grantor, Silberline Limited, Silberline Holding Co., Inc. and Silberline Mauritius, Limited (collectively and jointly and severally "Borrowers") and the Lender are parties to an Amended and Restated Loan Agreement dated as of March 8, 2013, as amended by an Amendment to Amended and Restated Loan Agreement dated as of October 1, 2013, a Second Amendment to Amended and Restated Loan Agreement dated as of March 30, 2015 and as amended by a Third Amendment to Amended and Restated Loan Agreement (the "Third Amendment") dated the date hereof (as may be further amended, restated, modified and supplemented from time to time, the "Loan Agreement") pursuant to which the Lender has made available to Borrowers a revolving line of credit facility (the "Loan") in the maximum amount of up to Twenty Million Dollars (\$20,000,000); and

WHEREAS, in order to induce Lender to enter into the Third Amendment and to continue to make loans and advances and provide other financial accommodations to the Borrowers pursuant to the Loan Agreement, the Grantor has agreed to grant to Lender certain collateral security as set forth herein;

WHEREAS, Grantor has 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, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Bank Indebtedness, Grantor hereby grants to Lender a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

provided that, the Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Bank Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Bank Indebtedness and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CONSTRUCTION. This Trademark Security Agreement is a Loan Document and a Security Document. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

7. THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE)

SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE EASTERN DISTRICT OF PENNSYLVANIA, COMMONWEALTH OF PENNSYLVANIA AND IRREVOCABLY AGREES THAT, SUBJECT TO BANK'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO GRANTOR IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.


8. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SILBERLINE MANUFACTURING CO., INC.

By: 
Name: Lisa Jane Scheller
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

AGENT:

By: _____
Name: He-Young Ryu
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005774 FRAME: 0139

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SILBERLINE MANUFACTURING CO., INC.

By: _____
Name: Lisa Jane Scheller
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

AGENT:

By: He-Young Ryu
Name: He-Young/Ryu
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005774 FRAME: 0140

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
AQUA PASTE	75245708	2,150,595	4/14/1998
AQUASIL	74214743	1,879,063	2/14/1995
AQUAVEN	77484820	3,560,520	1/13/2009
ETERNABRITE	78270410	2,853,893	6/15/2004
FLEXOSIL	85021862	4,071,365	12/13/11
GLAMOUR FLAKE	76138265	2,524,683	1/1/2002
HYDRO PASTE	73401109	1,279,442	5/29/1984
"S" & Design	73536041	1,378,729	1/21/1986
SIL-O-WET	74103384	1,702,382	7/21/1992
SILBERCOTE	75161856	2,166,439	6/16/1998
SILBERLINE MANUFACTURING CO., INC.	73536042	1,369,705	11/12/1985
SILCROMA	75135165	2,186,441	9/1/1998
SILVER STAR	77609110	3,755,801	3/2/2010
SILVET	73386276	1,259,021	11/29/1983
SILVEX	73395860	1,263,336	1/10/1984
SPARKLE SILVER	73074758	1,061,061	3/15/1977
SPARKLE SILVER ULTRA	76562242	3,025,176	12/13/2005
SPARKLE SILVET	73398222	1,295,381	9/18/1984
SPARKLE SILVEX	73398224	1,295,382	9/18/1984
STARBRITE	75686001	2,426,231	2/6/2011
THE ARCHITECTS OF LIGHT	77385128	3,958,107	5/10/2011
TUFFLAKE	76374474	2,666,344	12/24/2002

TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	OWNER INFORMATION
SILBERLINE SIL	86257993	Silberline Manufacturing Co., Inc.

#2745713 v.1

#2745713 v.2