

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381382

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-------------------------------------|
| GranQuartz Enterprises, Inc. | | 04/18/2016 | Corporation: DELAWARE |
| Pearlman Enterprises, Inc. | | 04/18/2016 | Corporation: DELAWARE |
| GQH Investments, LLC | | 04/18/2016 | Limited Liability Company: DELAWARE |
| GranQuartz Holdings, LLC | | 04/18/2016 | Limited Liability Company: DELAWARE |
| Gran Quartz Trading, LLC | | 04/18/2016 | Limited Liability Company: GEORGIA |
| Gran Quartz, L.P. | | 04/18/2016 | Limited Partnership: GEORGIA |
| Pearlman Industries, Inc. | | 04/18/2016 | Corporation: 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: 3

| Property Type | Number | Word Mark |
|-----------------------------|----------|--------------------|
| Registration Number: | 4839514 | HANDS-FREE PROFILE |
| Registration Number: | 4284620 | PEARL ABRASIVE CO. |
| Serial Number: | 86185631 | XTREME |

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@goldbergekohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300

TRADEMARK

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|---|-------------------------|
| Address Line 4: | Chicago, ILLINOIS 60603 |
| ATTORNEY DOCKET NUMBER: | 4975.164 |
| NAME OF SUBMITTER: | Nancy Brougher |
| SIGNATURE: | /njb/ |
| DATE SIGNED: | 04/21/2016 |
| Total Attachments: 6 source=GranQuartz Trademark Security Agreement#page1.tif source=GranQuartz Trademark Security Agreement#page2.tif source=GranQuartz Trademark Security Agreement#page3.tif source=GranQuartz Trademark Security Agreement#page4.tif source=GranQuartz Trademark Security Agreement#page5.tif source=GranQuartz Trademark Security Agreement#page6.tif | |

**FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, ("Amendment") to that certain Amended and Restated Trademark Security Agreement dated as of May 22, 2009 (the "Trademark Security Agreement"), by the undersigned ("Grantors" and each individually, a "Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined) is dated as of April 18, 2016.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 22, 2009 by and among Gran Quartz, L.P. ("Gran Quartz"), Pearlman Industries, Inc. ("Pearlman"; together with Gran Quartz, each a "Borrower" and collectively "Borrowers"), the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders"), and Madison Capital Funding LLC, as Agent for all Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, each Grantor, certain affiliates of each Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of May 22, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, each Grantor has granted to the Agent a security interest in substantially all of Grantors' assets, including, without limitation, all of its "Trademarks" and "Trademark Licenses", as such terms are defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantors' execution of the Trademark Security Agreement, the Grantors have acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule I to the Trademark Security Agreement shall be amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

IN WITNESS WHEREOF, each Grantor has caused this First Amendment to Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANQUARTZ ENTERPRISES, INC., a Delaware corporation

By: 
Name and Title: Jeffery A. DePlanty, Secretary and Treasurer

PEARLMAN ENTERPRISES, INC., a Delaware corporation

By: 
Name and Title: Jeffery A. DePlanty, Secretary and Treasurer

GQH INVESTMENTS, LLC, a Delaware limited liability company

By: 
Name and Title: Jeffery A. DePlanty, Secretary and Treasurer

GRANQUARTZ HOLDINGS, LLC, a Delaware limited liability company

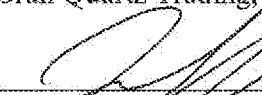
By: 
Name and Title: Jeffery A. DePlanty Secretary

GRAN QUARTZ TRADING, LLC, a Georgia limited liability company


By: 
Name and Title: Jeffery A. DePlanty, Secretary

GRAN QUARTZ, L.P., a Georgia limited partnership

By: Gran Quartz Trading, LLC, its general partner

By: 
Name and Title: Jeffery A. DePlanty, Secretary

PEARLMAN INDUSTRIES, INC., a Delaware
corporation

By: 
Name and Title: Jeffrey A. DePlanty, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By 
Name Michael Nativi
Title Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

U.S.

| Grantor | Mark | Registration Number | Registration Date |
|---------------------------|--------------------|----------------------------|--------------------------|
| Gran Quartz, L.P. | Hands-Free Profile | 4839514 | 10/27/15 |
| Pearlman Industries, Inc. | Pearl Abrasive Co. | 4284620 | 2/05/13 |

TRADEMARK APPLICATIONS

| Grantor | Mark | Application Number | Filed Date |
|---------------------------|-------------|---------------------------|-------------------|
| Pearlman Industries, Inc. | XTREME | 86185631 | 2/05/14 |