

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quatro Composites, L.L.C.		05/11/2016	Limited Liability Company: IOWA
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as Administrative Agent		
Street Address:	4201 Westown Parkway, Suite 318		
City:	West Des Moines		
State/Country:	IOWA		
Postal Code:	50266		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4360478	QUATRO COMPOSITES	
Registration Number:	3832342	OPTIPART	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	612-766-6911		
Email:	susan.carlson@faegrebd.com		
Correspondent Name:	Susan Carlson, Faegre Baker Daniels LLP		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		
SIGNATURE:	/e/ Susan Carlson		
DATE SIGNED:	05/11/2016		
Total Attachments: 5			
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OP \$65.00 4360478

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “**Agreement**”), dated as of May 11, 2016 is made by and between **QUATRO COMPOSITES, L.L.C.**, an Iowa limited liability company having its principal business location at the address set forth on the signature page hereto (the “**Company**”), and **THE PRIVATEBANK AND TRUST COMPANY**, a national banking association, as Administrative Agent, having a business location at the address set forth on the signature page hereto (“**PVTB**”).

RECITALS

A. Company and PVTB are parties to a Credit Agreement of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”), setting forth the terms on which PVTB may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, PVTB has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“**Security Interest**” has the meaning given in Section 2.

“**Trademarks**” means all of Company’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on *Exhibit A* attached hereto, (b) all renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Company’s business symbolized by the foregoing or connected therewith, and (f) all of Company’s rights corresponding thereto throughout the world.

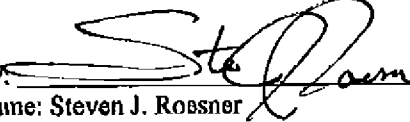
2. **Security Interest.** Company hereby irrevocably pledges and assigns to, and grants PVTB a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of all indebtedness, liabilities and other obligations of Company to PVTB. As set forth in the Credit Agreement and certain other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of Company and PVTB with respect to the Trademarks shall in all respects be governed by the Credit Agreement and the other Loan Documents, the terms of which are incorporated as fully as if set forth at length herein.

Signature Page Follows.

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

QUATRO COMPOSITES, L.L.C.

By: 
Name: Steven J. Rossner
Its: President and CEO

Address:
403 14th Street SE
Orange City, IA 51041

THE PRIVATEBANK AND TRUST COMPANY, as
Administrative Agent

By: 
Name: Kimberly A. Hegedus
Its: Managing Director

Address:
4201 Westown Parkway, Suite 318
West Des Moines, IA 50266

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005790 FRAME: 0637

EXHIBIT A

U.S. Registered Trademarks and Service Marks:

<u>Registered Marks</u>	<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Status</u>
QUATRO COMPOSITES	4,360,478	Federal	Active
OPTIPART	3,832,342	Federal	Active

Foreign Registered Trademarks and Service Marks:

<u>Registered Marks</u>	<u>Registration No.</u>	<u>Jurisdiction</u>	<u>Status</u>
QUATRO COMPOSITES	11605136	Community Trademark	Active
QUATRO COMPOSITES	2013008026	Malaysia	Active
QUATRO COMPOSITES	2013008027	Malaysia	Active

Foreign Pending Trademark and Service Mark Applications:

<u>Pending Marks</u>	<u>Application No.</u>	<u>Jurisdiction</u>	<u>Status</u>
QUATRO COMPOSITES	41-2014-25942	Korea	Active

Common Law

Common law rights in all trademarks and service marks used in connection with the business, including but not limited to, "QUATRO", "QUATRO COMPOSITES", "THE POWER OF POSSIBILITY", and "OPTIPART", logos which include the words "QUATRO", "QUATRO COMPOSITES", "THE POWER OF POSSIBILITY", and "OPTIPART".