

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Superior Fibers, LLC		06/29/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	First Merchants Bank		
Street Address:	200 East Jackson Street		
City:	Muncie		
State/Country:	INDIANA		
Postal Code:	47305		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4901210	PAINT HOG	
Registration Number:	4205685	EPURE	
Registration Number:	3561881	POLYSTRAND	
Registration Number:	2428797	TOTALTAC	
Registration Number:	2214532	PREBOND	
Registration Number:	1010469	LAYER-PAK	
Registration Number:	0989418	NICOFIBERS	
Registration Number:	1077164	CONFORMAT	
Registration Number:	0995110	SURMAT	
Registration Number:	0989419	CONSURMAT	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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:	3172386282		
Email:	ipdocketing@kdlegal.com		
Correspondent Name:	Abrahim J. shanehsaz		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 2800		

OP \$265.00 4901210

Address Line 4:	Indianapolis, INDIANA 46204
NAME OF SUBMITTER:	Meagan L. Moline
SIGNATURE:	/Meagan L. Moline/
DATE SIGNED:	07/11/2016
Total Attachments: 4 source=TRADEMARKSECURITYAGREEMTN#page1.tif source=TRADEMARKSECURITYAGREEMTN#page2.tif source=TRADEMARKSECURITYAGREEMTN#page3.tif source=TRADEMARKSECURITYAGREEMTN#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of June 30, 2016, by **SUPERIOR FIBERS, LLC**, a Delaware limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement made in connection with certain loans in the aggregate principal amount of Thirteen Million and No/100 Dollars (\$13,000,000.00) (collectively, the "Loan") made by Lender to Grantor pursuant to that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by (i) that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Five Million and No/100 Dollars (\$5,000,000.00), and (ii) that certain Promissory Note (Term Loan) dated as of the date hereof made by Grantor to Lender in the principal amount of Eight Million and No/100 Dollars (\$8,000,000.00) (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Collateral Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Note.

E. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Collateral Agreement.

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TRADEMARK SECURITY AGREEMENT

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

SUPERIOR FIBERS, LLC,
a Delaware limited liability company

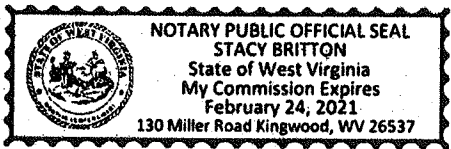
By: *C. Douglas Spitler*
C. Douglas Spitler, Chief Executive Officer

ACKNOWLEDGMENT

STATE OF WV)
) SS.
COUNTY OF Preston)

I, *Stacy Britton*, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT C. Douglas Spitler, the Chief Executive Officer of Superior Fibers, LLC, a Delaware limited liability company, personally known to me, or proved to me on the basis of satisfactory evidence, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given my hand and notarial seal this 2nd day of June, 2016.



Stacy Britton
Notary Public
Stacy Britton
Printed Name

My Commission Expires:
February 24 2021

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

<u>OWNER</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>
Superior Fibers, LLC	PAINT HOG	4901210
Superior Fibers, LLC	EPURE	4205685
Superior Fibers, LLC	POLYSTRAND	3561881
Superior Fibers, LLC	TOTALTAC	2428797
Superior Fibers, LLC	PREBOND	2214532
Superior Fibers, LLC	LAYER-PAK	1010469
Superior Fibers, LLC	NICOFIBERS	989418
Superior Fibers, LLC	CONFORMAT	1077164
Superior Fibers, LLC	SURMAT	995110
Superior Fibers, LLC	CONSURMAT	989419