# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391752

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |
| **SEQUENCE:** | 2 |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Jason Incorporated | | 03/14/2016 | Corporation: |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | DEUTSCHE BANK AG NEW YORK BRANCH |
| **Street Address:** | 60 WALL STREET |
| **City:** | NEW YORK |
| **State/Country:** | NEW YORK |
| **Postal Code:** | 10005 |
| **Entity Type:** | Corporation: NEW YORK |

**PROPERTY NUMBERS Total: 46**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4629970 | DURATEX |
| **Registration Number:** | 0571005 | |
| **Registration Number:** | 1231635 | A |
| **Registration Number:** | 4664751 | AEROTEX |
| **Registration Number:** | 0408273 | ARTAB |
| **Registration Number:** | 2354626 | CAM RUNNER |
| **Registration Number:** | 2353870 | CHURCHILL |
| **Registration Number:** | 3668069 | COOLBALANCE |
| **Registration Number:** | 0536376 | COTTON-FLEX |
| **Registration Number:** | 4023610 | DIALUX |
| **Registration Number:** | 2808159 | DYNAFLEX |
| **Registration Number:** | 0613728 | ENDURION |
| **Registration Number:** | 4100987 | EZ-FLEX |
| **Registration Number:** | 0536377 | FIBRE FLEX |
| **Registration Number:** | 4788584 | JACKSONLEA |
| **Registration Number:** | 3717696 | JASON FINISHING GROUP |
| **Registration Number:** | 2866457 | LEAROK |
| **Registration Number:** | 0556217 | LIQUABRADE |

OP $1165.00 4629970

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 0973349 | LOAD RUNNERS |
| **Registration Number:** | 1048153 | MARABOND |
| **Registration Number:** | 1041359 | MARATEX |
| **Registration Number:** | 1196113 | NATORQ |
| **Registration Number:** | 0127357 | OSBORN |
| **Registration Number:** | 0569356 | OSBORN |
| **Registration Number:** | 0745621 | OSBORN |
| **Registration Number:** | 0987058 | OSBORN |
| **Registration Number:** | 0987773 | OSBORN |
| **Registration Number:** | 0988709 | OSBORN |
| **Registration Number:** | 0991827 | OSBORN |
| **Registration Number:** | 0992346 | OSBORN |
| **Registration Number:** | 4345315 | POLYTEX |
| **Registration Number:** | 1414988 | POWER TUBE |
| **Registration Number:** | 1492289 | PROFILE |
| **Registration Number:** | 2401489 | SEALEZE |
| **Registration Number:** | 3971577 | SNOWPROTEC |
| **Registration Number:** | 1793403 | SOFTOOL |
| **Registration Number:** | 1039967 | STRAT-O-SHEEN |
| **Registration Number:** | 2536226 | SYNTEX |
| **Registration Number:** | 2536227 | SYNTEX PLUS |
| **Registration Number:** | 3346661 | THERM-L-BRUSH |
| **Registration Number:** | 1570671 | ULTRA-GRIT |
| **Registration Number:** | 2205307 | ULTRA-TECH |
| **Registration Number:** | 1412046 | UNI-LOK |
| **Registration Number:** | 4051773 | XTRASEAL |
| **Registration Number:** | 4055003 | XTRASEAL HT |
| **Registration Number:** | 2697697 | MILSCO |

**CORRESPONDENCE DATA**


**Fax Number:** 4142259753

***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:** 414-225-9755

**Email:** docketing@boylefred.com

**Correspondent Name:** DAVID D. STEIN

**Address Line 1:** 840 N. PLANKINTON AVE

**Address Line 4:** MILWAUKEE, WISCONSIN 53203


| **NAME OF SUBMITTER:** | David D. Stein |
|---|---|

| | |
|---|---|
| **SIGNATURE:** | /David D. Stein/ |
| **DATE SIGNED:** | 07/18/2016 |

**Total Attachments: 7**
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# TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "**Grantors**") in favor of Deutsche Bank AG New York Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "**Administrative Agent**").

**WHEREAS**, the Grantors are party to a Second Lien Security Agreement, dated as of June 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

## SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

## SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"); *provided*, that the Trademark Collateral shall not include any Excluded Assets (including any Trademark applications excluded pursuant to Section 2.1 hereof):

(i) all Trademarks, including those listed on Schedule A hereto,

(ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and

(iii) all other rights accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under

Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

**SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. INTERCREDITOR AGREEMENT**

Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

**SECTION 5. RECORDATION**

**EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.**

**SECTION 6. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 7. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

## SECTION 8. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[*Remainder of page intentionally left blank*]

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

**JASON INCORPORATED,**
as Grantor

By: _____
Name: John J. Hengel
Title: Vice President-Finance, Treasurer and Assistant Secretary

[Signature Page to Second Lien Trademark Security Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: _____
Name: Michael Shannon
Title: Vice President

By: _____
Name: Peter Cucchiara
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**[4]

| Owner | Mark | Country | Status | App/reg. No. | App/reg. Date |
|---|---|---|---|---|---|
| Jason Incorporated | (Pentagon design) | US | Registered | 0571005 | 2/24/1953 |
| Jason Incorporated | A (STYLIZED) | US | Registered | 1231635 | 3/22/1983 |
| Jason Incorporated | AEROTEX | US | Registered | 4664751 | 12/30/2014 |
| Jason Incorporated | ARTAB in stylized letters | US | Registered | 0408273 | 8/1/1944 |
| Jason Incorporated | CAM RUNNER | US | Registered | 2354626 | 6/6/2000 |
| Jason Incorporated | CHURCHILL | US | Registered | 2353870 | 5/30/2000 |
| Jason Incorporated | COOLBALANCE | US | Registered | 3668069 | 8/18/2009 |
| Jason Incorporated | COTTON-FLEX | US | Registered | 0536376 | 1/16/1951 |
| Jason Incorporated | DIALUX | US | Registered | 4023610 | 9/6/2011 |
| Jason Incorporated | DYNAFLEX | US | Registered | 2808159 | 1/27/2004 |
| Jason Incorporated | ENDURION in stylized letters | US | Registered | 0613728 | 10/11/1955 |
| Jason Incorporated | EZ-FLEX | US | Registered | 4100987 | 2/21/2012 |
| Jason Incorporated | FIBRE FLEX | US | Registered | 0536377 | 1/16/1951 |
| Jason Incorporated | JACKSONLEA | US | Registered | 4788584 | 8/11/2015 |
| Jason Incorporated | JASON FINISHING GROUP | US | Registered | 3717696 | 12/1/2009 |
| Jason Incorporated | LEAROK | US | Registered | 2866457 | 7/27/2004 |
| Jason Incorporated | LIQUABRADE | US | Registered | 0556217 | 3/18/1952 |
| Jason Incorporated | LOAD RUNNERS | US | Registered | 0973349 | 11/20/1973 |
| Jason Incorporated | MARABOND | US | Registered | 1048153 | 9/14/1976 |
| Jason Incorporated | MARATEX | US | Registered | 1041359 | 6/15/1976 |
| Jason Incorporated | NATORQ | US | Registered | 1196113 | 5/25/1982 |

[4] The record owners marked with "^" are units or divisions of Jason Incorporated.

| Owner | Mark | Country | Status | App/reg. No. | App/reg. Date |
|---|---|---|---|---|---|
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0127357 | 11/11/1919 |
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0569356 | 1/20/1953 |
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0745621 | 2/26/1963 |
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0987058 | 6/25/1974 |
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0987773 | 7/9/1974 |
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0988709 | 7/23/1974 |
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0991827 | 8/27/1974 |
| Jason Incorporated | OSBORN in Pentagon | US | Registered | 0992346 | 9/3/1974 |
| Jason Incorporated | POLYTEX | US | Registered | 4345315 | 6/04/2013 |
| Jason Incorporated | POWER TUBE | US | Registered | 1414988 | 10/28/1986 |
| Jason Incorporated | PROFILE | US | Registered | 1492289 | 6/14/1988 |
| Jason Incorporated | SEALEZE | US | Registered | 2401489 | 11/7/2000 |
| Jason Incorporated | SNOWPROTEC | US | Registered | 3971577 | 5/31/2011 |
| Jason Incorporated | SOFTOOL and Design | US | Registered | 1793403 | 9/21/1993 |
| Jason Incorporated | STRAT-O-SHEEN | US | Registered | 1039967 | 5/25/1976 |
| Jason Incorporated | SYNTEX | US | Registered | 2536226 | 2/5/2002 |
| Jason Incorporated | SYNTEX PLUS | US | Registered | 2536227 | 2/5/2002 |
| Jason Incorporated | THERM-L-BRUSH | US | Registered | 3346661 | 12/4/2007 |
| Jason Incorporated | ULTRA-GRIT | US | Registered | 1570671 | 12/12/1989 |
| Jason Incorporated | ULTRA-TECH | US | Registered | 2205307 | 11/24/1998 |
| Jason Incorporated | UNI-LOK | US | Registered | 1412046 | 10/7/1986 |
| Jason Incorporated | XTRASEAL | US | Registered | 4051773 | 11/8/2011 |
| Jason Incorporated | XTRASEAL HT | US | Registered | 4055003 | 11/15/2011 |
| Milsco^ | MILSCO logo | US | Registered | 2697697 | 3/18/2003 |