

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRONEX INTERNATIONAL INCORPORATED		07/29/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	ONE SOUTH BROAD STREET		
Internal Address:	MAC: Y1375-031		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3596222	THE CHOICE	
Serial Number:	86905450		
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	ONE LOGAN SQUARE		
Address Line 2:	8TH FLOOR		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	107337-01188		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	08/08/2016		
Total Attachments: 7			
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement (“Supplement”), dated as of July 29, 2016, is by and between **TRONEX INTERNATIONAL INCORPORATED**, a New Jersey corporation (“Grantor”) and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (“Lender”).

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Credit and Security Agreement dated October 31, 2012 by and among Grantor, such other Persons joined thereto from time to time as borrowers, and Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and (ii) that certain Intellectual Property Security Agreement dated October 31, 2012 by Grantor in favor of Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “IP Security Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreement.

B. Pursuant to the Credit Agreement and the IP Security Agreement, Grantor granted to Lender a lien on and security interest in all of Grantor’s IP Collateral.

C. Grantor has acquired certain additional trademarks and trademark applications set forth on Schedule I attached hereto and made part hereof (collectively, the “Additional Trademarks”) and certain additional patent applications set forth on Schedule II attached hereto and made a part hereof (collectively, the “Additional Patents”).

D. Grantor and Lender desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Lender’s lien on and security interest in the Additional Trademarks and Additional Patents, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the IP Security Agreement and the other Loan Documents (as defined in the Credit Agreement) and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Additional Trademarks and Additional Patents, and the registration thereof and the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits, all of which shall constitute IP Collateral.

2. Grantor acknowledges and confirms that the rights and remedies of Lender with respect to the security interest in the Additional Trademarks and Additional Patents granted hereby are more fully set forth in the Credit Agreement and the IP Security Agreement, the terms and

provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Credit Agreement and the other Loan Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Exhibit C to the IP Security Agreement is hereby supplemented by the information contained on Schedule I attached hereto. Exhibit B to the IP Security Agreement is hereby supplemented by the information contained on Schedule II attached hereto. All references to Exhibit C contained in the Credit Agreement, IP Security Agreement or the other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule I attached hereto. All references to Exhibit B contained in the Credit Agreement, IP Security Agreement or the other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule II attached hereto.


4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or PDF shall also bind the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**TRONEX INTERNATIONAL
INCORPORATED**

By: 
Name: Donald Chu
Title: President & CEO

Acknowledged and Accepted:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: _____
Name:
Title:

[SIGNATURE PAGE TO SUPPLEMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**TRONEX INTERNATIONAL
INCORPORATED**

By: _____
Name:
Title:

Acknowledged and Accepted:

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**


By: Cynthia Mage
Name: Cynthia Mage
Title: VP, Relationship Manager

[SIGNATURE PAGE TO SUPPLEMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Morris :

On this 21st of July, 2016, before me personally appeared Donald Chu to me known and being duly sworn, deposes and says that he is the President & CEO of Tronex International Incorporated, the corporation described in the foregoing Supplement to Intellectual Property Security Agreement; that he signed the Supplement as such officer pursuant to the authority vested in him by law; that the within Supplement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public

My Commission Expires: 6/15/19

ERIC F MEICHSNER
ID # 2386622
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires June 15, 2019

SCHEDULE I

ADDITIONAL TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Registration #	Registration Date	Expiration Date
The Choice (for Tronex Herbal)	3,596,222	March 24, 2009	Renewable
Dolphin Jumping Out of Water	86,905,450	February 11, 2016	Renewable

SCHEDULE II

PATENTS AND PATENT APPLICATIONS

Patent Application	Application/Serial Number	Application Date
System for packaging and dispensing disposable elastomeric gloves	20160023838	Jan.24 2014