### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM400390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DICOR CORPORATION, INC.		09/30/2016	Corporation: INDIANA
VIXEN COMPOSITES, LLC		09/30/2016	Limited Liability Company: INDIANA
UNITED SHADE, LLC		09/30/2016	Limited Liability Company: INDIANA

#### **RECEIVING PARTY DATA**

Name:	ANTARES CAPITAL LP	
Street Address:	299 Park Avenue	
City:	NEW YORK	
State/Country:	Country: NEW YORK	
Postal Code: 10171		
Entity Type:	Limited Partnership: DELAWARE	

#### **PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark		
Registration Number:	2962639	VERSALOK		
Registration Number:	1594221	AIR-GARD		
Registration Number:	1591916	VERSA LINER		
Registration Number:	3794192	SMARTWEAVE		
Registration Number:	4421910	SMARTVIEW		
Registration Number:	4421908	SMARTLIFT		
Registration Number:	4183737	GATEKEEPER CARGOSCREEN		
Registration Number:	4614461	FIBROGLOSS		
Registration Number:	4614462	FIBROPLUS		
Registration Number:	4614410	FIBROFINE		
Registration Number:	4614411	VIXEN FRP		

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: mrussell@kslaw.com

TRADEMARK

900379881 REEL: 005888 FRAME: 0197

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street NE Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:		Mark Russell
	SIGNATURE:	/Mark Russell/
	DATE SIGNED:	09/30/2016

#### **Total Attachments: 6**

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2016, is made by Dicor Corporation, Inc., an Indiana corporation, Vixen Composites, LLC, an Indiana limited liability company and United Shade, LLC, an Indiana limited liability company (collectively "the <u>Grantors</u>" and each a "<u>Grantor</u>"), in favor of Antares Capital LP (as successor agent by assignment from General Electric Corporation), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 18, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, including by that First Amendment to Credit Agreement, dated as of August 29, 2016, the "Credit Agreement"), by and among Borrower, the Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital LP (as assignee of General Electric Capital Corporation), as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor, pursuant to a Joinder Agreement dated as of even date herewith, has entered into that certain Guaranty and Security Agreement, dated as of November 18, 2014 (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") and as a Grantor thereunder, agrees to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

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- (a) all renewals and extensions of the foregoing;
- (b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of **New York**.

[SIGNATURE PAGES FOLLOW]

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

DICOR CORPORATION, INC.

as Grantor

Bv:

Name: Tony W. Lee Title: Vice President

VIXEN COMPOSITES, LLC

as Grantor

By: Dicor Corporation, Inc., its manager

Bv

Name: Tony W. Lee Title: Vice President

UNITED SHADE, LLC

as Grantor

By: Dicor Corporation, Inc., its:manager

Rv.

Name: Tony W. Lee Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

ACCEPTED AND AGREED as of the date first above written:

ANTARES CAPITAL LP,

as Agent

By:

Name Jeff Bottcher
Title Duly Authorized Signatory

REEL: 005888 FRAME: 0202

### Schedule 1

# DICOR CORPORATION, INC. FEDERAL TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
VERSALOK	78378840	January 7, 2004	2,962,639	June 14, 2005	Registered
AIR-GARD	73790948	April 3, 1989	1,594,221	May 1, 1990	Registered
VERSA LINER	73813450	July 19, 1989	1,591,916	April 17, 1990	Registered

## DICOR CORPORATION, INC. INDIANA STATE TRADEMARKS

Mark	Filing Date	Registration No.	Registration Date	Status
HIGHTOP SEALER	June 20, 1986	5009-7893	February 27, 1987	Expired
AIR-GARD	November 29, 2008	5009-9187	December 1, 1988	Expired
VERSA-LINER	November 29, 2008	5009-9188	December 1, 1988	Expired
AIR-GARD	December 30, 2008	2008-0906	December 30, 2008	Expired
VERSA-LINER	December 29, 2008	2008-0904	December 29, 2008	Expired

### UNITED SHADE, LLC FEDERAL TRADEMARKS

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
SMARTWEAVE	77621308	November 25, 2008	3,794,192	May 25, 2010	Registered
SMARTVIEW	85882738	March 21, 2013	4,421,910	October 22, 2013	Registered
SMARTLIFT	85882723	March 21, 2013	4,421,908	October 22, 2013	Registered
GATEKEEPER CARGOSCREEN	85037572	May 13, 2010	4,183,737	July 31, 2012	Registered

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## VIXEN COMPOSITES, LLC FEDERAL TRADEMARKS

RECORDED: 09/30/2016

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
FIBROGLOSS	85827870	January 21, 2013	4,614,461	September 30, 2014	Registered
FIBROPLUS	85827873	January 21, 2013	4,614,462	September 30, 2014	Registered
FIBROFINE	85804283	December 17, 2012	4,614,410	September 30, 2014	Registered
VIXEN FRP	85804291	December 17, 2012	4,614,411	September 30, 2014	Registered

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