

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Henry WDG, LLC		10/05/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 King Street West		
<b>Internal Address:</b>	4th Floor - Attn Manager Agency Services Group		
<b>City:</b>	Toronto Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3854177	SYSTEM 14	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	045777-0054		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/S/ Angela M. Amaru		
<b>DATE SIGNED:</b>	10/05/2016		
<b>Total Attachments: 7</b>			
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**TRADEMARK SECURITY AGREEMENT**

**(Trademarks and Trademark Licenses)**

TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2016, between HENRY COMPANY LLC, a California limited liability company, and HENRY WDG, LLC, a Delaware limited liability company (collectively known as the “Grantor”), and ROYAL BANK OF CANADA, as collateral agent (together with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ASP Henry Merger Sub, Inc., a Delaware corporation (“Merger Sub”), and following the consummation of the Henry Acquisition, HNC Holdings, Inc., a Delaware corporation (as successor by merger to Merger Sub), as borrower (the “Borrower”), ASP Henry Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), certain Subsidiaries of the Borrower party thereto from time to time, as Subsidiary Guarantors, the Lenders from time to time party thereto and Royal Bank of Canada, as administrative agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Grantee”), are parties to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other Grantors party thereto and the Grantee, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in and a continuing lien on the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, and all other source or business identifiers, and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, whether registered or not, the goodwill of the business symbolized by or associated with any of the foregoing, all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all renewals of any of the foregoing (“Trademarks”); and

WHEREAS, capitalized terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in and a continuing lien on all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in

Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto;

(iii) all rights priorities and privileges with respect thereto; and

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

provided, that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (including any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

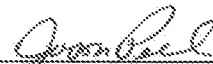
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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 of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

HENRY COMPANY LLC  
HENRY WDG, LLC

By:   
Name: Jason D. Peel  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005892 FRAME: 0254**

Acknowledged:

ROYAL BANK OF CANADA,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Rodica Dutka

Title:

Manager, Agency

**Schedule 1  
to Trademark Security Agreement**

**TRADEMARKS**

<u>Grantor</u>	<u>Title</u>	<u>App. or Reg. Number</u>	<u>Filing or Reg. Date</u>	<u>Status</u>
Henry Company LLC	#1 CHOICE OF PROFESSIONALS	1992242	13-AUG-1996	Registered
	107	1759892	23-MAR-1993	Registered
	203	1759893	23-MAR-1993	Registered
	204	1715781	15-SEP-1992	Registered
	208	1718160	22-SEP-1992	Registered
	208R	2870300	03-AUG-2004	Registered
	280	1757859	16-MAR-1993	Registered
	AIR-BLOC LF	4621906	14-OCT-2014	Registered
	AIR-BLOC	3700855	27-OCT-2009	Registered
	AQUA-BRITE	4467393	14-JAN-2014	Registered
	AQUADRI	86170177	20-JAN-2014	Allowed ITU
	BLUESCAPE	87109932	7-JUL-2016	Pending ITU
	BUILDING ENVELOPE SYSTEMS	2630978	08-OCT-2002	Registered
	BUTYL-NEK	2209696	08-DEC-1998	Registered
	CAN-DO GUIDE	1407687	02-SEP-1986	Registered
	COLD AP	1736597	01-DEC-1992	Registered
	Design Only	1883197	14-MAR-1995	Registered
	Design Only	0969489	02-OCT-1973	Registered
	DOT STICK	2689383	18-FEB-2003	Registered
	DURASEAL	2045588	18-MAR-1997	Registered
	DURATAC	3066797	07-MAR-2006	Registered
	DUST DROP	86807749	03-NOV-2015	Allowed ITU
	EAVEFLEX	4432849	12-NOV-2013	Registered
	EL PREFERIDO DE LOS PROFESIONALES	4593086	26-AUG-2014	Registered
	ELASTIC ROOF SEALER	2612351	27-AUG-2002	Registered
	ELASTOBLACK	1729378	03-NOV-1992	Registered
	ELASTOCAULK	1764491	13-APR-1993	Registered
	ELASTOMULSION	2851608	08-JUN-2004	Registered
	ELASTOMULSION	1746418	12-JAN-1993	Registered
	ELASTO-SEAL	1563354	31-OCT-1989	Registered
	ENVIRO-WHITE	3661679	28-JUL-2009	Registered
	GEO	2270356	17-AUG-1999	Registered
	GULF-SEAL	1269188	06-MAR-1984	Registered
	GULF-SEAL	1228474	22-FEB-1983	Registered
	GULF-SEAL	0631571	31-JUL-1956	Registered
	HENRY	1501782	30-AUG-1988	Registered
	HENRY LO-SLOPE	2812328	10-FEB-2004	Registered
	HENRY RUBBERKOTE	3529550	11-NOV-2008	Registered
	HENRY...BECAUSE YOU ONLY WANT TO DO IT ONCE	2743485	29-JUL-2003	Registered
	HYDRO-FLEX WATERSTOP	2550287	19-MAR-2002	Registered
INSULBOND	1899492	13-JUN-1995	Registered	

<u>Grantor</u>	<u>Title</u>	<u>App. or Reg. Number</u>	<u>Filing or Reg. Date</u>	<u>Status</u>
Henry WDG, LLC	LEAK PRUF	1545885	27-JUN-1989	Registered
	MARITAPE	1074545	04-OCT-1977	Registered
	METAL CLAD	4520119	29-APR-2014	Registered
	METALSHIELD	1668948	17-DEC-1991	Registered
	MONOLITHIC	1994028	13-AUG-1996	Registered
	PERMAX	1912903	22-AUG-1995	Registered
	POLY-NEK	85945933	30-MAY-2013	Allowed ITU
	PONDPATCH	3235743	01-MAY-2007	Registered
	PONDPATCH	2409553	28-NOV-2000	Registered
	PRO-GRADE	1963675	26-MAR-1996	Registered
	QUIKDRY	2836202	27-APR-2004	Registered
	RAM-NEK FR	2882573	07-SEP-2004	Registered
	RAM-NEK	0705432	11-OCT-1960	Registered
	RAM-WRAP	1983042	25-JUN-1996	Registered
	RESINTECH	86781633	08-OCT-2015	Allowed ITU
	ROOF GUARD	86847765	14-DEC-2015	Allowed ITU
	ROOF GUARD	1640132	09-APR-1991	Registered
	ROOFER'S CHOICE	1605568	10-JUL-1990	Registered
	RUB'R-NEK L-T-M	3289307	11-SEP-2007	Registered
	RUB'R-NEK	1075938	25-OCT-1977	Registered
	RUF-TAC	1273522	10-APR-1984	Registered
	SOLARFLEX	2582288	18-JUN-2002	Registered
	SOLAR-FLEX	1687455	19-MAY-1992	Registered
	STAY BRIGHT	2293240	16-NOV-1999	Registered
	STOP LEAK	3638967	16-JUN-2009	Registered
	STOP LEAK	1562176	24-OCT-1989	Registered
	SYNKO FLEX	2377938	15-AUG-2000	Registered
	SYNKO FLEX	0997441	05-NOV-1974	Registered
	SYNKO-FLEX	0997440	05-NOV-1974	Registered
	SYNKO-FLEX FR	2877902	24-AUG-2004	Registered
	TREECURE	1618261	23-OCT-1990	Registered
	TROPI-COOL	4689556	17-FEB-2015	Registered
	TRUE BLUE	86697996	20-JUL-2015	Suspended ITU
TRUE BLUE	86428562	20-OCT-2014	Opposed ITU	
WET PATCH	1756859	09-MAR-1993	Registered	
SYSTEM 14	3854177	28-SEP-2010	Registered	



## **TRADEMARK LICENSES**

- (a) Trademark Agreement, by and between Henry Company and The W.W. Henry Company, dated October 31, 1986.
- (b) Licensed Seller License Agreement, executed on December 15, 2009, by and between Cool Roof Rating Counsel, Inc. and Henry Company.