ETAS ID: TM409788

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Peterson Chemical Technology, LLC		12/21/2016	Limited Liability Company: TEXAS

### **RECEIVING PARTY DATA**

Name:	Twin Brook Capital Partners, LLC, as Agent	
Street Address:	300 S. Wacker Drive, Suite 3500	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4966337	STORYLINER
Registration Number:	4941833	COOLFLOW
Registration Number:	4941832	THERMAGEL

# **CORRESPONDENCE DATA**

Fax Number: 3125774688

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: (312)577-8416

Email: carole.dobbins@kattenlaw.com Carole Dobbins c/o Katten Muchin **Correspondent Name:** 

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	12/21/2016

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 005950 FRAME: 0275

#### ASSIGNMENT FOR SECURITY

## **TRADEMARKS**

WHEREAS, Peterson Chemical Technology, LLC, a Texas limited liability company (the "<u>Assignor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Assignor, has entered into a Security Agreement, dated January 15, 2016 (the "Security Agreement"), in favor of Twin Brook Capital Partners, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of <u>December</u> 21, 2016.

# PETERSON CHEMICAL TECHNOLOGY, LLC

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# SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Mark	Application No.	Application Date	Registration No.	Registration Date
LUMACOOL	86165698	1/15/14	4956337	5/10/16
COOL-FLOW	86165696	1/15/14	4941833	4/19/16
THERMAGEL	86165421	1/14/14	4941832	4/19/16

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**RECORDED: 12/21/2016** 

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