

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412212

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900390697		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amistco Separation Products, Inc.		11/28/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Rockwood Equity Partnership Fund, LP		
Street Address:	3201 Enterprise Parkway, Suite 370		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Northland Holdings LLC		
Street Address:	1342 S Milwaukee St.		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80210		
Entity Type:	Limited Liability Company: OHIO		
Name:	Wellgate Investments LLC		
Street Address:	308 Aurora St.		
City:	Hudson		
State/Country:	OHIO		
Postal Code:	44236		
Entity Type:	Limited Liability Company: OHIO		
Name:	River Capial LLC		
Street Address:	2666 Tonawanda		
City:	Rocky River		
State/Country:	OHIO		
Postal Code:	44116		
Entity Type:	Limited Liability Company: OHIO		
Name:	Rafael Romero		
Street Address:	360 West 34th St., Apt #13B		

City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Mary Lindow
Street Address:	688 Westbrook Way
City:	Hudson
State/Country:	OHIO
Postal Code:	44236
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Brett R. Keith
Street Address:	505 Greenwich St., Apt. 7D
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Cornelius Plug
Street Address:	1211 Stonecutter Drive #501
City:	Celebration
State/Country:	FLORIDA
Postal Code:	34747
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Mike Thompson
Street Address:	1002 Pine Hurst Ct
City:	Friendswood
State/Country:	TEXAS
Postal Code:	77546
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Vincent Nardy
Street Address:	7493 Sotgrande Ct.
City:	Solon
State/Country:	OHIO
Postal Code:	44139
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	ACS Industries, LP
Street Address:	1 New England Way
City:	Lincoln
State/Country:	RHODE ISLAND
Postal Code:	02865

TRADEMARK

REEL: 005959 FRAME: 0312

Entity Type:	Limited Partnership: RHODE ISLAND
Name:	The Jeffrey H. Berlin Trust
Street Address:	20 Timber Ridge Dr.
City:	Chagrin Falls
State/Country:	OHIO
Postal Code:	44022
Entity Type:	Trust: OHIO
Composed Of:	<ul style="list-style-type: none"> Jeffrey H. Berlin, UNITED STATES, INDIVIDUAL
Name:	The Virginia M. Taylor Trust
Street Address:	1877 Cottesworth Lane
City:	Gates Mills
State/Country:	OHIO
Postal Code:	44040
Entity Type:	Trust: OHIO
Composed Of:	<ul style="list-style-type: none"> Virginia M. Taylor, UNITED STATES, INDIVIDUAL
Name:	The Huntington Capital Investment Company
Street Address:	41 South High Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77901590	AHOP
Serial Number:	77901602	AHOP AMISTCO HARDWARE ORDERING PROGRAM
Serial Number:	77864686	AMISTCO
Serial Number:	85076092	MISTFIX
Serial Number:	85078013	STAR PAK
Serial Number:	85075331	SUPERBLEND 2-PAC
Serial Number:	76491017	MULTIPOCKET
Serial Number:	72213641	MISTERMESH
Serial Number:	77890457	MAXCAP
Serial Number:	86730195	MAXSWIRL

CORRESPONDENCE DATA

Fax Number: 7135521758

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: 8326154249
Email: squerales@boyarmiller.com
Correspondent Name: Silvia Querales
Address Line 1: 2925 Richmond Ave., 14th Floor
Address Line 4: Houston, TEXAS 77098

NAME OF SUBMITTER:	H. Josef Merrill
SIGNATURE:	/s/H. Josef Merrill
DATE SIGNED:	01/13/2017

Total Attachments: 20

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE TO THE RIGHTS AND OBLIGATIONS OF THE PRIVATEBANK AND TRUST COMPANY AS THE ADMINISTRATIVE AGENT AND ITS SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS OF AN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT DATED NOVEMBER 28, 2016, AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED (OR ANY SUCCESSOR AGREEMENT WHICH REPLACES AND REFERENCES SUCH AGREEMENT). PURSUANT TO THE SUBORDINATION AND INTERCREDITOR AGREEMENT THE SECURED PARTY MAY NOT RECORD THIS AGREEMENT WITH THE USPTO UNTIL THE SENIOR INDEBTEDNESS HAS BEEN PAID IN FULL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made effective as of the 28th day of November, 2016 by AMISTCO SEPARATION PRODUCTS, INC., a Texas corporation ("Borrower"), in favor of the lenders identified on Schedule 1 attached hereto (collectively, "Secured Party").

1. Recitals.

Borrower is entering into that certain Share and Subordinated Note Purchase Agreement, dated as of even date herewith, with Secured Party (as the same may from time to time be amended, restated or otherwise modified, the "Purchase Agreement") and in connection therewith, has executed Subordinated Secured Promissory Notes of even date herewith to and in favor of Secured Party (collectively, the "Subordinated Notes", and along with the Purchase Agreement, the "Note Purchase Documents").

Borrower understands that Secured Party is willing to enter into the Purchase Agreement and grant the financial accommodations provided for in the Purchase Agreement and the Subordinated Notes only upon certain terms and conditions, one of which is that Borrower grant to Secured Party a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Secured Party entering into the Purchase Agreement and the Subordinated Notes and each financial accommodation granted to Borrower by Secured Party, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined or otherwise noted herein, (a) capitalized terms used herein that are defined in the Note Purchase Documents shall have their respective meanings ascribed to them in the Note Purchase Documents, and (b) unless otherwise defined in the Note Purchase Documents, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of Borrower’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those federally registered patents, trademarks and copyrights listed on Schedule 2 hereto (as such Schedule 2 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“ITU Application” means a trademark application filed with the USPTO pursuant to 15 U.S.C. § 1051(b).

“Mezzanine Lender” means The Huntington Capital Investment Company.

“Mezzanine Loan Documents” means that certain Amended and Restated Senior Subordinated Note Purchase Agreement dated as of December 21, 2011 by and between Mezzanine Lender and Borrower (as amended and/or restated from time to time), the Senior Subordinated Note dated as of December 21, 2011 made pursuant thereto (as amended and/or restated from time to time), the Mezzanine Security and Pledge Documents, and all ancillary documents related to any of the foregoing.

“Mezzanine Security and Pledge Documents” has the meaning set forth in the Subordinated Notes.

"Obligations" means, collectively, all indebtedness and other obligations evidenced by the Subordinated Notes and any other indebtedness or other obligations now owing, or that hereafter may become owing, from Borrower or any of its affiliates, to the Secured Party, howsoever such indebtedness and other obligations may be hereafter created, extended, renewed or evidenced, and any extensions, renewals, modifications, and amendments thereof, all accrued interest thereon, and every other liability, now or hereafter owing to the Secured Party (or any affiliate of the Secured Party) by Borrower or any of its affiliates.

"Proceeds" means (a) proceeds, as that term is defined in the U.C.C., and any other proceeds, and (b) whatever is received upon the sale, exchange, collection or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds include, without limitation, moneys, checks, and Deposit Accounts (as defined in the Mezzanine Loan Documents). Proceeds include, without limitation, any Account (as defined in the Mezzanine Loan Documents) arising when the right to payment is earned under a contract right, any insurance payable by reason of loss or damage to the Collateral, and any return or unearned premium upon any cancellation of insurance. Except as expressly authorized in this Agreement, the right of Secured Party to Proceeds specifically set forth herein, or indicated in any financing statement, shall never constitute an express or implied authorization on the part of Secured Party to Borrower's sale, exchange, collection, or other disposition of any or all of the Collateral.

"Related Expenses" means reasonable costs, liabilities and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys' fees, legal expenses, judgments, suits and disbursements) (i) incurred by, imposed upon or asserted against Secured Party, in any attempt by Secured Party to (A) enforce this Agreement or any other Note Purchase Document or obtain, preserve, perfect or enforce any security interest evidenced by any Note Purchase Document; (B) obtain payment, performance or observance of any and all of the Obligations; or (C) maintain, insure, audit, collect, preserve, repossess or dispose of any of the collateral securing the Obligations or any part thereof, including, without limitation, costs and expenses for appraisals, assessments and audits of any credit party or any such collateral; or (ii) incidental or related to subpart (a) above, including, without limitation, interest thereupon from the date incurred, imposed or asserted until paid at the Default Interest Rate.

"Senior Loan Documents" means that certain Credit and Security Agreement by and among Borrower, The PrivateBank And Trust Company, and those lenders and other parties identified therein, dated as of the December 21, 2011 (as amended, restated or otherwise modified or replaced), and all ancillary documents related to the foregoing.

"Sponsor Representative" means Rockwood Equity Partners, LLC, or any successor thereto.

"Subordination Agreement" means the Amended and Restated Subordination and Intercreditor Agreement dated on or about the date hereof, by and between Borrower, Mezzanine Lender, The PrivateBank and Trust Company, and Sponsor Representative on behalf of Lender, as it may be amended, restated or otherwise modified from time to time.

“Trademark Act” means the U.S Trademark Act of 1946, as amended.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Borrower hereby agrees that Secured Party shall at all times have, and hereby grants to Secured Party, a junior priority security interest in all of the Collateral, junior to the security interest granted pursuant to the Senior Loan Documents, including (without limitation) all of Borrower’s future Collateral, irrespective of any lack of knowledge by Secured Party of the creation or acquisition thereof. The Secured Party's rights hereunder are subject to the Subordination Agreement and the provisions of that certain Pari Passu Intercreditor Agreement dated of even date herewith by and among Mezzanine Lender, Sponsor Representative (as Lender’s authorized representative) and the other parties identified therein (the “Intercreditor Agreement”). Borrower and Secured Party hereby acknowledge and agree that, with respect to any ITU Application included within the Collateral, to the extent such an ITU Application would, under the Trademark Act, be deemed to be transferred in violation of 15 U.S.C. § 1060(a) as a result of the security interest granted herein, or otherwise invalidated or made unenforceable as a result of the execution or performance of this Agreement, no security interest shall be deemed to have been granted in such ITU Application (notwithstanding the provisions of this Agreement or any other Note Purchase Document) until such time as the circumstances that would give rise to such violation, invalidation or unenforceability no longer exist.

4. Representations and Warranties. Borrower hereby represents and warrants to Secured Party as follows:

4.1. Borrower owns or has the right to use all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Borrower has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except as set forth in the Senior Loan Documents and the Mezzanine Loan Documents, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons or entities, in each case except for Permitted Liens (as defined in the Mezzanine Loan Documents).

4.5. Subject to the provisions of the Senior Loan Documents and the Mezzanine Loan Documents, Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Borrower.

5. Further Assignment Prohibited. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and, subject to the provisions of the Senior Loan Documents and the Mezzanine Loan Documents, shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without the prior written consent of Secured Party. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Borrower hereby grants to Secured Party and its employees and agents the right, during regular business hours, and absent an Event of Default, with prior notice, to visit any location of Borrower or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Borrower's expense.

7. Standard Patent and Trademark Use. Borrower shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Note Purchase Documents, shall constitute an Event of Default.

8.2. Borrower expressly acknowledges that Secured Party, subject to the terms of the Subordination Agreement, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Borrower shall execute and deliver to Secured Party the Assignment, which Assignment shall have no force and effect and shall be held by Secured Party in escrow until the occurrence of an Event of Default and which shall be subject to the terms of the Subordination Agreement; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. Upon the occurrence and during the continuance of an Event of Default, and subject to the terms of the Subordination Agreement and the Intercreditor Agreement, the Assignment shall, at the option of the Secured Party, immediately take effect upon certification of such fact by an authorized officer of Secured Party in the form reflected on the face of the Assignment and Secured Party may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.3. Subject to the provisions of the Subordination Agreement and the Intercreditor Agreement, if an Event of Default shall occur and be continuing, Borrower irrevocably authorizes and empowers Secured Party to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Borrower or any other Person or property, all of which Borrower hereby waives, and upon such terms and in such manner as Secured Party may deem advisable, Secured Party, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, at any time, or from time to time. No prior notice need be given to Borrower or to any other Person in the case of any sale of Collateral that Secured Party determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Secured Party shall give Borrower no fewer than ten (10) days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Borrower waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Secured Party may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Borrower hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Secured Party may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Secured Party in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Borrower, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Secured Party shall, subject to the terms of the Subordination Agreement, at all times have the right to obtain new appraisals of Borrower or the Collateral, the cost of which shall be paid by Borrower.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Secured Party in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by Secured Party, and, until so paid, shall be added to the principal amount of the Obligations.

10. Borrower's Obligation to Prosecute. Except as otherwise agreed to by Secured Party in writing, Borrower shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement (unless otherwise determined in the business judgment of the Borrower) or thereafter until the Obligations shall

have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees, except in each case as determined to not be material to the business of the Borrower in its business judgment. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Secured Party, unless such abandonment will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.

11. Secured Party's Right to Enforce. Subject to the terms of the Subordination Agreement and the Intercreditor Agreement, Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Secured Party shall have the right, subject to the terms of the Subordination Agreement and the Intercreditor Agreement, but shall have no obligation, to join in any such action. Borrower shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable costs and expenses, including attorneys' fees incurred by Secured Party in connection with the provisions of this Section 11, in the event Secured Party elects to join in any such action commenced by Borrower.

12. Power of Attorney. Subject to the terms of the Subordination Agreement and the Intercreditor Agreement, Borrower hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Subordination Agreement Subject and the Intercreditor Agreement, Borrower's name on all applications, documents, papers and instruments necessary for Secured Party to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Secured Party's Right to Perform Obligations. Subject to the terms of the Subordination Agreement and the Intercreditor Agreement, if Borrower fails to comply with any of its obligations under this Agreement Secured Party may, but is not obligated to, do so in Borrower's name or in the name of Secured Party, but at Borrower's expense, and Borrower hereby agrees to reimburse Secured Party, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Collateral.

14. Additional Documents. Subject to the terms of the Subordination Agreement and the Intercreditor Agreement, Borrower shall, upon written request of Secured Party, enter into such additional documents or instruments as may be required by Secured Party in order to effectuate, evidence or perfect Secured Party's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Subordinated Notes shall have been irrevocably paid in full and the Purchase Agreement terminated, Borrower shall obtain rights to any new federally registered Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 2 as of the date hereof and Borrower shall give Secured Party prompt written notice thereof as provided in the Purchase Agreement.

16. Modifications for New Collateral. Borrower hereby authorizes Secured Party to modify this Agreement by amending Schedule 2 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, subject to the terms of the Subordination Agreement and the Intercreditor Agreement, at Secured Party's request, Borrower shall execute any documents or instruments required by Secured Party in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 2 shall be effective without the signature of Borrower.

17. Termination. At such time as the Subordinated Notes shall have been irrevocably paid in full (other than contingent obligations for which no claim has been asserted), and the Purchase Agreement terminated and not replaced by any other credit facility with Secured Party, this Agreement shall terminate. Upon written request of Borrower, Secured Party shall promptly execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Secured Party's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by Secured Party pursuant hereto. The Borrower will indemnify Secured Party in all respects for all costs incurred in connection with such termination.

18. No Waiver or Course of Dealing. No course of dealing between Borrower and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under any of the Note Purchase Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that Secured Party may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by Secured Party either independently or concurrently with other rights, powers and privileges and as often and in such order as Secured Party may deem expedient. All of the rights and remedies of Secured Party with respect to the Collateral, whether established hereby or by the Note Purchase Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Borrower and Lender. Any such amendment is subject to the terms of the Senior Loan Documents and the Mezzanine Loan Documents.

22. Assignment and Successors. This Agreement shall not be assigned by Borrower without the prior written consent of Secured Party. Any such assignment is subject to the terms of the Senior Loan Documents and the Mezzanine Loan Documents. Subject to the foregoing, this Agreement shall be binding upon Borrower and the successors and permitted assigns of Borrower and shall inure to the benefit of and be enforceable and exercisable by Secured Party and the successors and assigns of Secured Party. Any attempted assignment or transfer without the prior written consent of Secured Party shall be null and void.

23. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement, and, if to Secured Party, mailed or delivered to it, addressed to the address of Secured Party specified in the Note Purchase Documents, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case, with telephonic confirmation of receipt, except that notices from Borrower to Secured Party pursuant to any of the provisions hereof shall not be effective until received by Secured Party.

24. Entire Agreement. This Agreement integrates all of the terms and conditions between the parties with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

25. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile signature, which, when so executed and delivered, shall be deemed to be an original.

26. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Borrower and Secured Party hereunder shall be governed by and construed in accordance with Texas law, without regard to principles of conflicts of laws that would result in the application of the law of any other state. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Texas state or federal court sitting in Harris County, Texas, over any action or proceeding arising out of or relating to this Agreement, or any Note Purchase Document, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Texas state or federal court. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise.

Borrower agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Texas shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

27. JURY TRIAL WAIVER. BORROWER AND SECURED PARTY, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN BORROWER AND SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY SUBORDINATED NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF SECURED PARTY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY SUBORDINATED NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN BORROWER AND SECURED PARTY.

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Execution Version

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement at Houston, Texas as of the date first set forth above.

Address: c/o Rockwood Equity Partners
3201 Enterprise Parkway
Suite 370
Beachwood, Ohio 44122
Attention: H. Josef Merrill

AMISTCO SEPARATION PRODUCTS, INC.

By: 

Name: H. Josef Merrill

Title: VP and Treasurer

Signature Page to
Intellectual Property Security Agreement
(Borrower)

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TRADEMARK
REEL: 005959 FRAME: 0325

Schedule 1

Lenders

1. Rockwood Equity Partnership Fund, LP
2. Northland Holdings LLC
3. Wellgate Investments LLC
4. River Capital LLC
5. Rafael Romero
6. Mary Lindow
7. Brett R. Keith
8. Cornelius Plug
9. Mike Thompson
10. Vincent Nardy
11. ACS Industries, LP
12. Jeffrey H. Berlin Trust
13. The Virginia M. Taylor Trust
14. The Huntington Capital Investment Company

SCHEDULE 2

TRADEMARKS

Jurisdiction	Trademark	Application. No. Filing Date	Registration No. Registered	Owner
USA	AHOP	77/901590 12/28/2009		Amistco Separation Products Inc.
USA	AMISTCO HARDWARE ORDERING PROGRAM	77/901602 12/28/2009		Amistco Separation Products Inc.
USA	AMISTCO	77/864686 11/04/2009		Amistco Separation Products Inc.
USA	MISTFIX	85/076092 07/01/2010		Amistco Separation Products Inc.
USA	STAR PAK	85/078013 07/05/2010		Amistco Separation Products Inc.
USA	SUPERBLEND 2-PAC	85/075331 06/30/2010		Amistco Separation Products Inc.
CHINA	AMACS Process Tower Internals	16447844 06/21/2016		Amistco Separation Products Inc.

TRADEMARK NAME	ISSUING COUNTRY	STATUS	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE	NEXT ACTION BY
MULTIPOCKET	US	ISSUED	2800123	12/30/2003	76491017	2/19/2003	12/30/2013 10 year renewal (Sec 8 & 9)
MISTERMESH	US	ISSUED	805176	3/8/1966	72213641	3/9/1965	3/8/2016 10 year renewal (Sec 8 & 9)
MAXCAP	US	ISSUED	4,004,344	8/2/2011	77890457	12/10/2009	08/02/2017 6 year renewal (Sec 8 & 15)
MAXSWIRL	US	APPLIC ATION			86730195		Application to proceed to Allowance Period (6 mos)

TM NOT FILED, BUT IN USE	STATUS
SEMV	In use
Plate-Pak	In use

PATENTS

PATENT NAME & INVENTORS	ISSUING COUNTRY	STATUS	PATENT NO.	APPLN. NO.	APPLN. DATE	ISSUE DATE	EXP. DATE	NEXT ACTION BY
Enhanced Capacity, Reduced Turbulence, Trough-Type Liquid Collector Trays (Kanti Patel)	PCT	ISSUED	9,273,915	US 13/383882	01/12/2012	03/01/2016	12/06/2031	None
Method and Apparatus For Recovering Oil From the Surface of A Body Of Water (Schweizer, Patel)	US	ISSUED	5,246,592	07/882,807	5/14/1992	9/21/1993	5/14/2012	None
Pocket Vane Particle Eliminator (Holmes, Sanchez, Patel, Neuman)	US	ISSUED	6,852,146	10/366,126	2/13/2003	2/8/2005	2/13/2023	Maintenance fee due 2/08/2012
Low Density Mist Collector Pad (K. Patel)	US	ISSUED	To be provided.	12/728,909	3/22/2010	To be provided.	To be provided.	Maintenance fee due after 2014

Mistfix

US Patent #

5,985,004

Abstract

A mist eliminator cartridge generally comprises a roll of mesh in the form of a tube mounted to an annular flange and extending normally from a face of the flange. The face of the flange of the cartridge is positioned against an annular face positioned peripherally around the an upper gas outlet in a mist eliminator vessel. The roll of the mesh extends into the vessel from the upper gas outlet. The cartridge provides a simple way to retrofit a vessel to prevent liquid carryover.

LICENSES

Each of the following licenses is assigned as of the Closing Date to Amistco Separation Products Inc.

U.S. Patent 6,19,3222 titled "Gas-Liquid Contact Tray and Method" licensed under License Agreement between Zhongliang Fan and ACS Industries LP dated August 15, 1999

SAP Application Support Services Statement of Work between Adjoined Consulting, Inc. and ACS Industries, Inc. dated as of October 1, 2006.

Master Services Agreement between ACS Industries, Inc. and Adjoined Consulting LLC, dated as of October 1, 2006.

Outsourcing Services Statement of Work between Capgemini U.S. LLC and ACS Industries, Inc. dated as of October 1, 2006.

Amendment to: (1) SAP Hosting and Managed Services Statement of Work, and (2) Master Services Agreement between ACS Industries, Inc. and Capgemini U.S., LLC, dated as of July 1, 2011.

Amendment to: SAP Hosting and Managed Services Statement of Work between ACS Industries, Inc. and Capgemini U.S. LLC dated as of September 30, 2011.

Amendment to: Outsourcing Services Statement of Work between ACS Industries, Inc. and Capgemini U.S. LLC dates as of September 30, 2011.

Master Agreement between ACS Industries, Inc. and Webmail.us., Inc. effective as of September 26, 2005.

End-User License Agreement with Microsoft Corporation.

AutoCad Electrical Network Activation dates 01/31/2011.

License and Services Agreement with Autodesk, Inc., AutoCAD Platform.

License and Services Agreement with Autodesk, Inc., AutoCAD Design Suites.

Customer Service Agreement, Contract #20110113152204-10, between ACS Industries, Inc. and Thinking Phones Networks, LLC dated as of June 28, 2011.

Customer Service Agreement, Contract #20110225120050-6, between ACS Industries, Inc. and Thinking Phones Networks, LLC dates as of June 28, 2011.

License Agreement between Julius Montz GMBH and ACS Industries LP dated July 5, 1999

Production and Marketing Agreement Dated as of October 26, 2010 by and among ACS Industries, LP and ACS Industries (Shanghai) Co., Ltd. and Julius Montz GmbH

Patent 6,193,222 for "Gas-Liquid Contact Tray and Method" (inventor - Leon Fan) licensed to ACS LP by Fan (see table below for additional information regarding such patent:

PATENT NAME & INVENTORS	ISSUING COUNTRY	STATUS	PATENT NO.	APPLN. NO.	APPLN. DATE	ISSUE DATE	EXP. DATE	NEXT ACTION BY
Gas-Liquid Contact Tray and Method (Leon Fan)	US	ISSUED	6,193,222	09/245,587	2/8/1999	2/27/2001	2/8/2019	Maintenance fee due 2/27/2012

LICENSES

SuperBlend 2-Pac

DOMAIN NAME REGISTRATIONS

ACSSEPARATIONS.COM

ACS-SEPTECH.COM

ACSSEPARATIONS.ORG

ACSSEPARATIONS.NET

ACSSEPTECH.COM

<http://www.amistco.com>

Registrant: Amistco Knitted Mesh Products

Expiration Date: 4-Mar-14

<http://www.amistco.org>

Registrant: Amistco Knitted Mesh Products

Expiration Date: 29-Oct-13

<http://www.amistco.net>

Registrant: Amistco Knitted Mesh Products

Expiration Date: 29-Oct-13

<http://www.amacs.com>

Registrant: Amistco Separation Products, Inc.

Expiration Date: 2019

COPYRIGHTS

None

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S-6

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY SPONSOR REPRESENTATIVE, ON BEHALF OF THE SECURED PARTY, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF NOVEMBER 28, 2016, EXECUTED BY AMISTCO SEPARATION PRODUCTS, INC., A TEXAS CORPORATION ("BORROWER"), IN FAVOR OF THE LENDERS IDENTIFIED THEREIN (COLLECTIVELY, "SECURED PARTY"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE SPONSOR REPRESENTATIVE, ON BEHALF OF THE SECURED PARTY, CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT SECURED PARTY HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

SPONSOR REPRESENTATIVE
Rockwood Equity Partners, LLC

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, AMISTCO SEPARATION PRODUCTS, INC., a Texas corporation ("Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Borrower has executed an Intellectual Property Security Agreement, dated as of November ____, 2016 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of the lenders identified therein (collectively, "Secured Party"), pursuant to which Borrower has granted to Secured Party, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Secured Party's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Secured Party, and its successors, transferees and assigns, all of Borrower's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 2 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification by Sponsor Representative, on behalf of Secured Party as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Secured Party has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on November __, 2016.

AMISTCO SEPARATION PRODUCTS, INC.

By: _____

Name: _____

Title: _____