

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413774

<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>
ICP CONSTRUCTION, INC.		01/13/2017	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARANON CAPITAL, L.P., AS AGENT		
<b>Street Address:</b>	303 WEST MADISON STREET, SUITE 2500		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3619435	TREDSTONE	
Registration Number:	3069934	BAG-PAK	
Registration Number:	2057443	ELASTI-POXI	
Registration Number:	2315297	CONDUROC	
Registration Number:	2334204	TERRAZZO-ROCK	
Registration Number:	2291377	AGUA-ROCK	
Registration Number:	1860211	NOVO-POXI	
Registration Number:	1701276	CRACK'N PATCH	
Registration Number:	1706161	ROCK-POWER	
Registration Number:	1717384	ROCK-SOLV	
Registration Number:	1430261	ROCK TRED	
Registration Number:	1155205	PERMERAL	
Registration Number:	1103896	POXI-ROCK	
Registration Number:	0428547	CHEM-ROCK	
Registration Number:	0615110	PENETRED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 3619435

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312.577.8574  
**Email:** humberto.aquino@kattenlaw.com  
**Correspondent Name:** HUMBERTO AQUINO C/O KATTEN MUCHIN  
**Address Line 1:** 525 WEST MONROE STREET  
**Address Line 4:** CHICAGO, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	339669-59
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/
<b>DATE SIGNED:</b>	01/26/2017

**Total Attachments: 5**

source=ICP - Second Lien Trademark Security Agreement#page1.tif  
source=ICP - Second Lien Trademark Security Agreement#page2.tif  
source=ICP - Second Lien Trademark Security Agreement#page3.tif  
source=ICP - Second Lien Trademark Security Agreement#page4.tif  
source=ICP - Second Lien Trademark Security Agreement#page5.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 23, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN NXT CAPITAL, LLC, AS THE FIRST LIEN AGENT AND MARANON CAPITAL, L.P., AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

### **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 13, 2017, is made by ICP Construction, Inc., a Massachusetts corporation ("Grantor"), in favor of Maranon Capital, L.P., as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among ICP Adhesives and Sealants, Inc., an Ohio corporation, ICP Construction, Inc., a Massachusetts corporation, ICP Industrial, Inc., an Illinois corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of that certain Second Lien Guaranty and Collateral Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of 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 presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

**[signature page follows]**

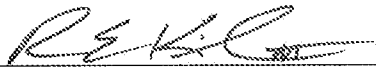
IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**ICP CONSTRUCTION, INC.,**  
as Grantor

By:   
Name: Douglas Mattscheck  
Title: President

ACKNOWLEDGED:

MARANON CAPITAL, L.P.,  
as Agent

By:   
Name: ROBERT E. KRIEGER III  
Title: MANAGING DIRECTOR

**SCHEDULE 1**  
**to**  
**Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>GRANTOR</b>
TREDSTONE	78664054	3619435	5/12/09	ICP Construction, Inc.
BAG-PAK	76628526	3069934	3/21/06	ICP Construction, Inc.
ELASTI-POXI	75121371	2057443	4/29/97	ICP Construction, Inc.
CONDUROC	75369491	2315297	2/8/00	ICP Construction, Inc.
TERRAZZO-ROCK	75369347	2334204	3/28/00	ICP Construction, Inc.
AGUA-ROCK	75284508	2291377	11/9/99	ICP Construction, Inc.
NOVO-POXI	74405989	1860211	10/25/94	ICP Construction, Inc.
CRACK'N PATCH	74206643	1701276	7/21/92	ICP Construction, Inc.
ROCK-POWER	74206642	1706161	8/11/92	ICP Construction, Inc.
ROCK-SOLV	74206626	1717384	9/22/92	ICP Construction, Inc.
ROCK TRED	73603412	1430261	2/24/87	ICP Construction, Inc.
PERMERAL	73231649	1155205	5/26/81	ICP Construction, Inc.
POXI-ROCK	73139081	1103896	10/10/78	ICP Construction, Inc.
CHEM-ROCK	71503600	0428547	3/25/47	ICP Construction, Inc.
PENETRED	71682483	0615110	11/1/55	ICP Construction, Inc.