

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM421941

<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>
Versaflex, Inc.		03/30/2017	Corporation: MISSOURI
Bridge Preservation, LLC		03/30/2017	Limited Liability Company: MISSOURI
Sector Media Strategies, LLC		03/30/2017	Limited Liability Company: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank		
<b>Street Address:</b>	2000 McKinney Avenue, Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2334963	VERSAFLEX INCORPORATED	
<b>Registration Number:</b>	3405278	THE POLYUREA PEOPLE	
<b>Registration Number:</b>	5018348	SOFTGUARD	
<b>Registration Number:</b>	4830210	ROUGHGUARD	
<b>Registration Number:</b>	3466769	QUICK MENDER	
<b>Registration Number:</b>	4049118	GELFLEX	
<b>Registration Number:</b>	4249061	DZOLV	
<b>Registration Number:</b>	4194998	CROBEFLEX	
<b>Registration Number:</b>	4736824	ARTICULUS	
<b>Registration Number:</b>	4338629	AROSTRUCT	
<b>Registration Number:</b>	4091334	BRIDGE PRESERVATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<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>	2109787487		

TRADEMARK

<b>Email:</b>	venisa.dark@haynesboone.com
<b>Correspondent Name:</b>	Venisa Dark, Haynes and Boone LLP
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700
<b>Address Line 4:</b>	Dallas, TEXAS 75219

<b>ATTORNEY DOCKET NUMBER:</b>	26827.304_Legrand
--------------------------------	-------------------

<b>NAME OF SUBMITTER:</b>	Venisa Dark
---------------------------	-------------

<b>SIGNATURE:</b>	/Venisa Dark/
-------------------	---------------

<b>DATE SIGNED:</b>	03/31/2017
---------------------	------------

**Total Attachments: 8**

source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page1.tif  
source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page2.tif  
source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page3.tif  
source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page4.tif  
source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page5.tif  
source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page6.tif  
source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page7.tif  
source=2017-03-30 IP Security Agreement from Versaflex Bridge Sector to Texas Capital Bank#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of March 30, 2017, is made by and among **VERSAFLEX, INC.**, a Missouri corporation (“*Borrower*”), **BRIDGE PRESERVATION, LLC**, a Missouri limited liability company (“*Bridge Guarantor*”) and **SECTOR MEDIA STRATEGIES, LLC**, a Kansas limited liability company (“*Sector Guarantor*”, and together with Bridge Guarantor, and Borrower, collectively the “*Grantors*”), and **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, a national banking association (“*Lender*”) on behalf of itself and its Affiliates (“*Secured Party*”).

### RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated March 30, 2017 by and among Borrower and Secured Party (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), Secured Party has agreed to extend certain loans to or for the direct or indirect benefit of Borrower; and

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of March 30, 2017, among Secured Party and Grantors (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

**1. Definitions.** All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the Code to the extent the same are used or defined therein.

**2. Grant of Security Interest in Intellectual Property Collateral.** Grantor (or if more than one Grantor signs this Agreement, each Grantor) hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of Grantor’s Patents, Patent applications, and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

- (b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

**3. Security for Secured Obligations.** This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

**4. Security Agreement.** The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

**5. Counterparts.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**[Remainder of Page Intentionally Left Blank**

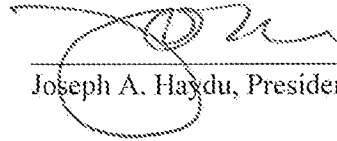
**Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

**GRANTORS:**

**VERSAFLEX, INC.**

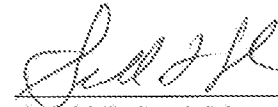
By:



Joseph A. Haydu, President

**BRIDGE PRESERVATION, LLC**

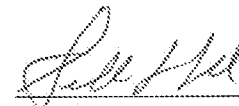
By:



Gerald F. Sand, Manager

**SECTOR MEDIA STRATEGIES, LLC**

By:



Gerald F. Sand, Manager

**SCHEDULE I**

**to**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**(PART A)**

**PATENTS**

1. Borrower holds "Cover for a liquid reserve" registration number 8,936,412.
2. Borrower holds "Integrated ballast mat" registration number 9,441,335.
3. Borrower holds "Systems and methods for treating air chambers in aeration basins of wastewater treatment facilities" registration number 7,837,906.
4. Borrower holds "Waterproof expansion joint" registration number 9,234,321.

**(PART B)**  
**TRADEMARKS**

<b><u>Grantor</u></b>	<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Country</u></b>	<b><u>Registration Date</u></b>
Borrower	VersaFlex Incorporated	No. 2334963	USA	March 28, 2000
Borrower	the polyurea people	No. 3405278	USA	April 1, 2008
Borrower	Softguard	No. 5018348	USA	May 9, 2014
Borrower	roughguard	No. 4830210	USA	October 13, 2015
Borrower	quick mender	No. 3466769	USA	July 15, 2008
Borrower	gelflex	No. 4049118	USA	November 1, 2011
Borrower	dzolv	No. 4249061	USA	November 27, 2012
Borrower	crobeflex	No. 4194998	USA	August 21, 2012
Borrower	articulus	No. 4736824	USA	May 12, 2015
Borrower	arostruct	No. 4338629	USA	May 21, 2013
Borrower	Bridge Preservation	No. 4091334	USA	January 24, 2012

**(PART C)**  
**COPYRIGHTS**

None.