

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pexco LLC		05/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4970168	DURAYL LED	
Registration Number:	4363202	PATRICIAN	
Registration Number:	3339096	OP PANEL	
Registration Number:	3322930	PEXGLIDE	
Registration Number:	3322880	PEX-PF	
Registration Number:	3022621	DAVIDSON TRAFFIC CONTROL PRODUCTS	
Registration Number:	2811591	PEXCLEAR	
Registration Number:	2813967	DUOPEX	
Registration Number:	2813950	PEXBRAID	
Registration Number:	2813951	PEXBOND	
Registration Number:	2825880	DURAFROST	
Registration Number:	2581523	PEXCO	
Registration Number:	2496335	PDS	
Registration Number:	2451995	FINLINK	
Registration Number:	2291867	FAST EDGE	
Registration Number:	2099134	MAX-SLAT	
Registration Number:	1867014	MISSING LINK	
Registration Number:	1865283	WINGED SLAT	
Registration Number:	1786151	QUALTHANE	
TRADEMARK			

CH \$665.00 4970168

Property Type	Number	Word Mark
Registration Number:	1744536	FENCE-WEAVE
Registration Number:	1630875	FLEXI-GUIDE
Registration Number:	1418371	PVT
Registration Number:	1053137	DURAYL
Registration Number:	4636658	CITY POST
Registration Number:	4636660	CITY POST
Serial Number:	87297321	FIN2000

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-334 (Second Lien)
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	05/08/2017

Total Attachments: 7

- source=Executed - Second Lien Trademark Security Agreement (Pexco)#page1.tif
- source=Executed - Second Lien Trademark Security Agreement (Pexco)#page2.tif
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF MAY 8, 2017 (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN ANTARES CAPITAL LP, AS FIRST LIEN AGENT, AND ANTARES CAPITAL LP, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2017, is made by PEXCO LLC, a Delaware limited liability company ("Grantor"), in favor of Antares Capital ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of May 8, 2017 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time ("Credit Agreement"), by and among PKC Holding Corporation, a Delaware corporation ("PKC"), PPC Industries Inc., a Delaware corporation ("PPC Industries"), Kelcourt Plastics, Inc., a California corporation ("Kelcourt"), Apollo Medical Extrusion Technologies, Inc., a Delaware corporation ("Apollo"), Prodigy Merger Sub I, LLC, a Delaware limited liability company ("Merger Sub 1"), Prodigy Merger Sub II, LLC, a Delaware limited liability company ("Merger Sub 2"; PKC, PPC Industries, Kelcourt, Apollo, Merger Sub 1 and Merger Sub 2, collectively, the "Initial Borrowers"), together with (i) OIP Intermediate Holdings II LLC, a Delaware limited liability company ("OIP Intermediate") as the successor-in-interest to Merger Sub 1 by operation of law from and after the consummation of the First Step Merger, (ii) Specialty Processing Intermediate Holding, LLC, a Delaware limited liability company ("Specialty Processing") as successor-in-interest to Merger Sub 2 by operation of law from and after the consummation of the Second Step Merger and (iii) each other Person who becomes a Borrower under (and in accordance with) the Credit Agreement, by execution of a Borrower Joinder, including, without limitation, Grantor upon consummation of the Closing Date Acquisition, are sometimes referred to therein collectively as the "Borrowers" and each individually as a "Borrower", KPKC Holding Corporation, a Delaware corporation ("Holdings"), the other Credit Parties party thereto, the Lenders party thereto and Antares, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of May 8, 2017 in favor of Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, that no Lien and security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PEXCO LLC, a Delaware limited liability company,

as Grantor

By: 

Name: Neil Shillingford

Title: Chief Executive Officer

Trademark Security Agreement (Pexco - Second Lien)

TRADEMARK
REEL: 006052 FRAME: 0465

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Vince Di Grande

Name: Vince Di Grande


Title: Its Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
DURAYL LED	US Federal	86575047 24-March- 2015	4970168 31-MAY-2016
PATRICIAN	US Federal	85570336 15-March- 2012	4363202 9-July-2013
OP PANEL	US Federal	77140499 26-March- 2007	3339096 20-November-2007
PEXGLIDE	US Federal	77084998 17-January- 2007	3322930 30-October-2007
PEX-PF	US Federal	77082101 12- January - 2007	3322880 30-October-2007
DAVIDSON TRAFFIC CONTROL PRODUCTS	US Federal	76603494 22- July - 2004	3022621 6-December-2005
PEXCLEAR	US Federal	76480942 7- January - 2003	2811591 3-February-2004
DUOPEX	US Federal	76480553 6- January - 2003	2813967 10-February-2004
PEXBRAID	US Federal	76469563 14- November – 2002	2813950 10-February-2004
PEXBOND	US Federal	76469564 14- November – 2002	2813951 10-February-2004
DURAFROST	US Federal	76375489 26- February – 2002	2825880 23-March-2004
PEXCO	US Federal	76192139 10- January – 2001	2581523 18-June-2002
PDS	US Federal	76176605 6- December – 2000	2496335 9-October-2001

Mark	Jurisdiction	Application No./ Filing Date	Reg. No./ Reg. Date
FINLINK	US Federal	75757726 22- July - 1999	2451995 15-May-2001
FAST EDGE	US Federal	75236734 24- January – 1997	2291867 16-November-1999
MAX-SLAT	US Federal	75143225 18- July – 1996	2099134 23-September-1997
MISSING LINK	US Federal	74473099 27- December – 1993	1867014 13-December-1994
WINGED SLAT	US Federal	74297343 24- July - 1992	1865283 29-November-1992
QUALTHANE	US Federal	74247296 14- February – 1992	1786151 3-August-1993
FENCE-WEAVE	US Federal	74239673 23- January – 1992	1744536 5-January-1993
FLEXI-GUIDE	US Federal	74032615 26- February – 1990	1630875 8- January -1991
PVT	US Federal	73598421 12- May – 1986	1418371 25-November-1986
DURAYL	US Federal	73068885 13- November – 1975	1053137 23-November-1976
CITY POST	US Federal	86234561 27-March-2014	4636658 11-November-2014
CITY POST 	US Federal	86234587 27-March-2014	4636660 11-November-2014

2. TRADEMARK APPLICATIONS

Mark	Jurisdiction	Application No./ Filing Date
FIN2000	US Federal	87297321 11-January- 2017