

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syntech Products, Inc.	FORMERLY MWI Acquisition, Inc.	04/28/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank		
Street Address:	4481 Munson Street, NW		
Internal Address:	Suite 100		
City:	Canton		
State/Country:	OHIO		
Postal Code:	44718		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1750965	PETRO TAC	
Registration Number:	2191685	SYNTECH	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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>			
Phone:	216.363.4677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	47050-1		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	05/16/2017		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 28, 2017 between SYNTECH PRODUCTS, INC. (formerly known as MWI Acquisition, Inc.), an Ohio corporation (the “**Grantor**”), and The Huntington National Bank (the “**Lender**”).

Reference is made to that certain Credit and Security Agreement dated as of April 28, 2017 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Credit Agreement**”) among Grantor, MIDWEST INDUSTRIAL SUPPLY, INC., an Ohio corporation, and MIDWEST INDUSTRIAL EXPORTS, INC., an Ohio corporation (collectively, “**Borrowers**” and individually, each, a “**Borrower**”) and the Lender. The Lender has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lender to enter into the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). Accordingly, the parties hereto agree as follows:

1 Terms.

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

2 Grant of Security Interest.

To secure the prompt payment and performance, in full when due of the Obligations, the Grantor hereby grants to the Lender a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under Collateral consisting of any Copyrights, Patents and Trademarks now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule A, Patents listed on Schedule B, and Copyrights list on Schedule C (collectively, the “**Intellectual Property Collateral**”). The Grantor authorizes and agrees that Lender may record this Agreement with the United States Copyright Office and with the United States Patent and Trademark Office, as applicable.

3 Credit Agreement.

The Security Interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Intellectual Property Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern.

4 Recordation; New Intellectual Property Collateral.

The Grantor authorizes and agrees that Lender may record this Agreement with the United States Copyright Office and with the United States Patent and Trademark Office. If

Grantor shall obtain rights to any new Intellectual Property Collateral, the provisions of Sections 2 and 3 hereof shall automatically apply thereto as if the same were identified on Schedules A, B, and/or C attached hereto and made a part hereof as of the date hereof, and Grantor shall give Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedules A, B, and/or C to include any future Intellectual Property Collateral as contemplated by Sections 2 and this Section 4 and, at Lender's request, Grantor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 4, provided that any such modification to Schedules A, B, and/or C shall be effective without the signature of Grantor. Grantor hereby acknowledges that Lender may refile or re-record this Agreement with the United States Copyright Office and with the United States Patent and Trademark Office, together with any such modification to Schedules A, B, and/or C.

5 Event of Default.

Grantor shall also execute and deliver to Lender the Assignment in substantially the form of Exhibit A, which Assignment shall have no force and effect and shall be held by Lender in escrow, until the occurrence of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in such Assignment and upon written notice to Grantor and thereafter Lender may, in its discretion, record the Assignment with the United States Copyright Office and with the United States Patent and Trademark Office.

6 Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

7 Termination.

Upon the termination of the Credit Agreement in accordance with its terms, or any disposition of the Intellectual Property Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Lender shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Intellectual Property Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

8 Governing Law.

This Agreement is made under and shall be governed by Section 15.1 of the Credit Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SYNTECH PRODUCTS, INC.

Per:

Robert W. Vitale

Name: Robert W. Vitale

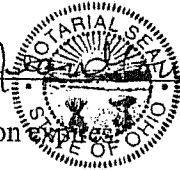
Title: President

STATE OF OHIO)
) SS:
COUNTY OF Stark)

BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Vitale, President, known to me to be the person and officer whose name is subscribed to the foregoing agreement and acknowledged to me that the same was the act of SYNTECH PRODUCTS, INC., an Ohio corporation, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of April 2017.

Billie Jean Montecalvo
Notary Public
My commission expires 10-11-19



[SIGNATURE PAGE – IP SECURITY AGREEMENT (MWI ACQUISITION) – HUNTINGTON/MIDWEST]

THE HUNTINGTON NATIONAL BANK

Per: *Gregory T. Harbert*

Name: Gregory T. Harbert

Title: Vice President

[CONTINUATION OF SIGNATURE PAGE – IP SECURITY AGREEMENT (MWI ACQUISITION) –
HUNTINGTON/MIDWEST]

**SCHEDULE A
TRADEMARKS**

Trademark	Filing Date	Registration Number	Owner
PETRO TRAC	2/9/1993	1750965	Syntech Products, Inc.
SYNTECH	9/29/1998	2191685	Syntech Products, Inc.

**SCHEDULE B
PATENTS**

Patent Title	Serial	Filed	Pub. No.	Patent No.	Issue Date	Jurisdiction
None						

**SCHEDULE C
COPYRIGHTS**

Copyright	Registration Date	Registration Number(s)	Copyright Claimant
None			

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY LENDER IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF APRIL 28, 2017 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY SYNTECH PRODUCTS, INC. TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "GRANTOR"), IN FAVOR OF THE HUNTINGTON NATIONAL BANK (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "LENDER"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF LENDER CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED BEYOND ANY APPLICABLE CURE PERIODS AND THAT LENDER HAS ELECTED TO TAKE POSSESSION OF THE INTELLECTUAL PROPERTY COLLATERAL (AS DEFINED BELOW) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES COPYRIGHT OFFICE AND/OR UNITED STATES PATENT AND TRADEMARK OFFICE (AS APPLICABLE). UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES COPYRIGHT OFFICE AND/OR UNITED STATES PATENT AND TRADEMARK OFFICE (AS APPLICABLE), THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE HUNTINGTON NATIONAL BANK

By: _____
Print: _____
Title: _____
Date: _____

ASSIGNMENT

WHEREAS, SYNTECH PRODUCTS, INC. (formerly known as MWI ACQUISITION, INC.), a corporation organized under the laws of the State of Ohio (together with its successors and assigns, "Grantor"), is the owner of the Intellectual Property Collateral (as defined in the Agreement);

WHEREAS, Grantor has executed an Intellectual Property Security Agreement, dated as of April 28, 2017 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of THE HUNTINGTON NATIONAL BANK ("Lender"), pursuant to which Grantor has granted to Lender, for the benefit of Secured Parties, a security interest in the Intellectual Property Collateral as security for the Secured Obligations, as defined in the Agreement;

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

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, beyond any cure periods.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Lender, its successors, transferees and assigns, all of its existing and future Intellectual Property Collateral, including, but not limited to, (a) the Intellectual Property Collateral listed on Schedules A and B of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office, or that is the subject of pending applications in the United States Patent and Trademark Office, and (b) the Intellectual Property Collateral listed on Schedule C of the Agreement (which such schedule shall also be deemed a schedule hereto) that is registered in the United States Copyright Office, or that is the subject of pending applications in the United States Copyright Office.

This Assignment shall be effective only upon the certification of an authorized officer of Lender, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred beyond any applicable cure periods, and (b) Lender has elected to take actual title to the Intellectual Property Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on the ___ day of _____ 2017.

SYNTECH PRODUCTS, INC.

By: _____
Print Name: Robert W. Vitale
Title: President

STATE OF OHIO)
) SS:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared Robert W. Vitale, President, known to me to be the person and officer whose name is subscribed to the foregoing assignment and acknowledged to me that the same was the act of SYNTECH PRODUCTS, INC., an Ohio not-for-profit corporation, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2017.

Notary Public
My commission expires: _____

[Signature page to IP Security Assignment (MWI Acquisition) – Huntington/Midwest]

*INTELLECTUAL PROPERTY SECURITY AGREEMENT - MIDWEST-
HUNTINGTON/MWI ACQUISITION*

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