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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM436120

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Stan Chem, Incorporated		07/21/2017	Corporation: CONNECTICUT

### **RECEIVING PARTY DATA**

Name:	Cambridge Savings Bank	
Street Address:	1374 Massachusetts Avenue	
City:	Cambridge	
State/Country:	MASSACHUSETTS	
Postal Code:	02138	
Entity Type:	Savings Bank: MASSACHUSETTS	

# **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1178742	ALBI
Registration Number:	2133842	ALBI CLAD TF
Registration Number:	0911573	ALBI CLAD
Registration Number:	2016418	DRICLAD

### **CORRESPONDENCE DATA**

**Fax Number:** 6177224999

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:** 617-973-6100

Email: trademarks@pbl.com

Correspondent Name: Alan L. Chow

Address Line 1: 800 Boylston Street

Address Line 2: Posternak Blankstein & Lund LLP
Address Line 4: Boston, MASSACHUSETTS 02199

NAME OF SUBMITTER:	Alan L. Chow
SIGNATURE:	/Alan L Chow/
DATE SIGNED:	07/21/2017

## **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>") dated as of July 21, 2017, by and between Stan Chem, Incorporated, a Connecticut corporation with a principal place of business at 401 Berlin Street, East Berlin, CT 06023 (the "<u>Grantor</u>"), and Cambridge Savings Bank, a Massachusetts savings bank having an address of 1374 Massachusetts Avenue, Cambridge, MA 02138 (the "<u>Secured Party</u>").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees with the Secured Party as follows:

- 1. <u>Grant of Security</u>. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):
  - a. the trademark registrations and applications set forth in <u>Schedule A</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "<u>Trademarks</u>"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
  - b. all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - d. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Secured Party.
- 3. <u>Loan Documents</u>. This Trademark Security Agreement has been entered into pursuant to and in conjunction with (a) that certain Credit Facilities Agreement of even date herewith between the Grantor and the Secured Party, as may be amended, restated and/or substituted (the "<u>Credit Agreement</u>"), and (b) that certain Security Agreement of even date herewith between the Grantor and the Secured Party as may be amended, restated

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and/or substituted (the "Security Agreement"), which is hereby incorporated by reference. The provisions of the Credit Agreement and/or Security Agreement (as applicable) shall supersede and control over any conflicting or inconsistent provision herein to the extent of such conflict or inconsistency. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. <u>Successors and Assigns</u>. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES FOLLOW ON NEXT PAGE]

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SECURED PARTY:

CAMBRIDGE SAVINGS BANK

By:
Name: Brendan Kennedy
Title: Vice President

GRANTOR:

STAN CHEM INCORPORATED

Witness
Name: David Erickson
Title: Chief Financial Officer

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal as of the date first

written above.

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal as of the date first written above.

SECURED PARTY:

CAMBRIDGE SAVINGS BANK

Witness Name:

Name: Brendan Kennedy Title: Vice President

GRANTOR:

STAN CHEM INCORPORATED

Witness Name: Catherine Me

Name: David Erickson

Title: Chief Financial Officer

# SCHEDULE A

# **Trademark Registrations**

Grantor	County	Mark	Registration No.	Registration Date
Stan Chem Inc.	USA	ALBI	1178742	November 24, 1981
Stan Chem Inc.	USA	ALBI CLAD TF	2133842	February 3, 1998
Stan Chem Inc.	USA	ALBI-CLAD	911573	May 4, 1971
Stan Chem Inc.	USA	DRICLAD	2016418	November 12, 1996

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**RECORDED: 07/21/2017** 

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