

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shurtape Specialty Coating, LLC	FORMERLY (SCP Acquisition, LLC)	08/08/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	900 W. Trade Street, NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87265223	DESIGNED TO IMPRESS	
Serial Number:	87265229	PILLOWMOUNT	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	704-343-2000		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	201 N. Tryon Street		
Address Line 2:	Attention: R.Chaffin, Esq.		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Rebecca S. Chaffin		
SIGNATURE:	/s/ Rebecca S. Chaffin		
DATE SIGNED:	08/14/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of August 8, 2017 (this "Trademark Security Agreement"), is made by **SHURTAPE SPECIALTY COATING, LLC (formerly known as SCP ACQUISITION, LLC)**, a North Carolina corporation, (the "Grantor") in favor of **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in such Security Agreement).

RECITALS:

A. STM Industries, Inc., a North Carolina corporation ("STM"), and Shurtape Technologies, LLC, a North Carolina limited liability company (together with STM, collectively, the "Borrowers" and each individually, a "Borrower"), certain of their Subsidiaries, including Grantor, each other person who shall become a party thereto by execution of a Security Agreement Joinder Agreement and the Administrative Agent, are party to an Amended and Restated Security Agreement dated as of September 19, 2016 (as in effect on the date hereof, the "Security Agreement").

B. Pursuant to the Security Agreement, the Grantor has agreed to execute and deliver to the Administrative Agent this Trademark Security Agreement.

In order to induce the Secured Bank Creditors to from time to time make and maintain extensions of credit under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth certain U.S. Trademarks owned by Grantor, and Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under these U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Secured Obligations.

2. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the U.S. Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant,

assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

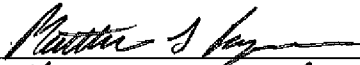
4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTOR:

SHURTAPE SPECIALTY COATING, LLC
(formerly known as SCP ACQUISITION, LLC),
a North Carolina limited liability company

By: 
Name: MATTHEW T. RAYMER
Title: SECRETARY & CONTROLLER

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Charles R. Dickerson
Name: Charles R. Dickerson
Title: SVP

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial Number	Application Date	Current Owner
Designed to Impress	87265223	12-12-16	SHURTAPE SPECIALTY COATING, LLC
Pillowmount	87265229	12-12-16	SHURTAPE SPECIALTY COATING, LLC

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