

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439762

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Valentus Specialty Chemicals, Inc.		08/15/2017	Corporation: DELAWARE
Absolute Coatings, Inc.		08/15/2017	Corporation: DELAWARE
National Paint Industries Inc.		08/15/2017	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as Agent
Street Address:	300 South Wacker Dr., Suite 3500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4941930	VALENTUS SPECIALTY CHEMICALS
Registration Number:	4760193	NAUTILUS
Registration Number:	2996388	EASY COAT
Registration Number:	3014451	ATLANTIS
Registration Number:	2842813	NEPTUNE
Registration Number:	2842812	SWEDISH CROWN
Registration Number:	2993421	SMOOTH SEAL
Registration Number:	2689933	PRECISION
Registration Number:	2719806	CRAFTSMAN'S CHOICE
Registration Number:	2614406	SAMPSON
Registration Number:	1610963	HARCO
Registration Number:	0320513	ABSOLUTE
Registration Number:	4939760	ABSOLUTE COATINGS
Registration Number:	4939759	ABSOLUTE COATINGS
Registration Number:	3411721	ULTRA GOLD
Registration Number:	2988208	ABSCO SPORTS
Registration Number:	2840432	SEALER XL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2875294	TREK
Registration Number:	2538647	ABSCO
Registration Number:	2100382	OIL-N-H2O
Registration Number:	1870947	LAST N LAST
Registration Number:	1574242	POLYCARE
Registration Number:	0992972	LAST-N-LAST
Registration Number:	2667357	TRIGGER SPRAY
Registration Number:	0895335	ZIP-GUARD

CORRESPONDENCE DATA

Fax Number: 3128637867
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: 3128637267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.023
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/18/2017

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2017, by NATIONAL PAINT INDUSTRIES INC., a New Jersey corporation, VALENTUS SPECIALTY CHEMICALS, INC., a Delaware corporation and ABSOLUTE COATINGS, INC., a Delaware corporation (the "Grantors" and each a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantors as a borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantors hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

VALENTUS SPECIALTY CHEMICALS, INC., a
Delaware corporation

By: 

Name: Michael Zukas

Title: Vice President and Secretary

NATIONAL PAINT INDUSTRIES INC., a New
Jersey corporation

By: 

Name: Michael Zukas

Title: Vice President and Secretary

ABSOLUTE COATINGS, INC., a Delaware
corporation

By: _____

Name: Michael Zukas

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
VALENTUS SPECIALTY CHEMICALS	4941930	4/19/16	Valentus Specialty Chemicals, Inc.
NAUTILUS	4760193	6/23/15	National Paint Industries Inc.
EASY COAT	2996388	9/20/05	National Paint Industries Inc.
ATLANTIS	3014451	11/15/05	National Paint Industries Inc.
NEPTUNE	2842813	5/18/04	National Paint Industries Inc.
SWEDISH CROWN	2842812	5/18/04	National Paint Industries Inc.
SMOOTH SEAL	2993421	9/6/05	National Paint Industries Inc.
PRECISION	2689933	2/25/03	National Paint Industries Inc.
CRAFTSMAN'S CHOICE	2719806	5/27/03	National Paint Industries Inc.
SAMPSON	2614406	9/3/02	National Paint Industries Inc.
HARCO	1610963	8/28/90	National Paint Industries Inc.
ABSOLUTE	0320513	1/1/35	Absolute Coatings, Inc.
ABSOLUTE COATINGS	4939760	4/19/16	Absolute Coatings, Inc.
ABSOLUTE COATINGS	4939759	4/19/16	Absolute Coatings, Inc.
ULTRA GOLD	3411721	4/15/08	Absolute Coatings, Inc.
ABSCO SPORTS	2988208	8/23/05	Absolute Coatings, Inc.
SEALER XL	2840432	5/11/04	Absolute Coatings, Inc.
TREK	2875294	8/17/04	Absolute Coatings, Inc.
ABSCO	2538647	2/12/02	Absolute Coatings, Inc.
OIL-N-H2O	2100382	9/23/97	Absolute Coatings, Inc.
LAST N LAST	1870947	1/3/95	Absolute Coatings, Inc.
POLYCARE	1574242	1/2/90	Absolute Coatings, Inc.
LAST-N-LAST	0992972	9/10/74	Absolute Coatings, Inc.
TRIGGER SPRAY	2667357	12/24/02	Absolute Coatings, Inc.
ZIP-GUARD	0895335	7/28/70	Absolute Coatings, Inc.

CANADIAN TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
OIL-N-H2O Logo	TMA524204	3/2/00	Absolute Coatings, Inc.
POLYCARE	TMA446491	8/25/95	Absolute Coatings, Inc.
TREK	TMA638911	5/3/05	Absolute Coatings, Inc.

CANADIAN TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	DATE	OWNER INFORMATION
ABSOLUTE COATINGS	1761881	1/4/16	Absolute Coatings, Inc.
ABSOLUTE COATINGS Logo	1761882	1/4/16	Absolute Coatings, Inc.