

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440971

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tex-Tech Industries, Inc.		08/24/2017	Corporation:
Chapman Thermal Products, Inc.		08/24/2017	Corporation:

RECEIVING PARTY DATA

Name:	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent
Street Address:	680 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation: IRELAND

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	86033886	PUNCTUREX
Serial Number:	86033897	TEXTTECH
Serial Number:	85215811	REPEL
Serial Number:	77746276	WELDX
Serial Number:	77737777	CORE MATRIX TECHNOLOGY
Serial Number:	75754250	CARBONX

CORRESPONDENCE DATA

Fax Number:

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: 2122942684

Email: trademarkny@winston.com

Correspondent Name: Amanjot Kaur

Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

Address Line 4: New York, NEW YORK 10166

CH \$165.00 86033886

ATTORNEY DOCKET NUMBER:	86703.95
NAME OF SUBMITTER:	Amanjot Kaur
SIGNATURE:	/Amanjot Kaur by trademarkny/
DATE SIGNED:	08/28/2017
Total Attachments: 5 source=TexTech - Intellectual Property Security Agreement (1L -Trademarks)#page1.tif source=TexTech - Intellectual Property Security Agreement (1L -Trademarks)#page2.tif source=TexTech - Intellectual Property Security Agreement (1L -Trademarks)#page3.tif source=TexTech - Intellectual Property Security Agreement (1L -Trademarks)#page4.tif source=TexTech - Intellectual Property Security Agreement (1L -Trademarks)#page5.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 24, 2017 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain First Lien Pledge and Security Agreement, dated as of August 24, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill related thereto, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


TEX-TECH INDUSTRIES, INC.,
as a Grantor

By: 

Name: Peter Manos

Title: Chairman of the Board of Directors

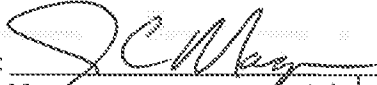
CHAPMAN THERMAL PRODUCTS, INC.,
as a Grantor

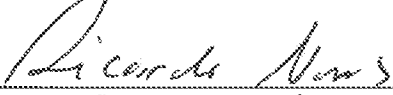
By: 

Name: Peter Manos

Title: Chairman of the Board of Directors

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent

By: 
Name: CHRIS MAHGAN
Title: MANAGING DIRECTOR

By: 
Name: RICARDO NUNES
Title: VICE PRESIDENT

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Mark	Country	Class	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
PUNCTUREX	USPTO	24	86033886 09-AUG-2013	4501355 25-MAR-2014	TEX-TECH INDUSTRIES, INC.
TEXTECH	USPTO	24	86033897 09-AUG-2013	4520825 29-APR-2014	TEX-TECH INDUSTRIES, INC.
REPEL	USPTO	24	85215811 12-JAN-2011	4129513 17-APR-2012	CHAPMAN THERMAL PRODUCTS
WELDX	USPTO	24	77746276 28-MAY-2009	3926385 01-MAR-2011	CHAPMAN THERMAL PRODUCTS
CORE MATRIX TECHNOLOGY	USPTO	24	77737777 15-MAY-2009	3739218 19-JAN-2010	TEX-TECH INDUSTRIES, INC.
CARBONX	USPTO	24	75754250 19-JUL-1999	2541122 19-FEB-2002	CHAPMAN THERMAL PRODUCTS, INC.