OP \$1540.00 87296808

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM444164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deflecto, LLC		09/22/2017	Limited Liability Company: DELAWARE
Aeropro Holdings, LLC		09/22/2017	Limited Liability Company: DELAWARE
Beemak Plastics, LLC		09/22/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Serial Number:	87296808	STACK 'N GO
Registration Number:	5277804	SIT STAND
Registration Number:	5143516	CLIPS GRIPS TAGS
Serial Number:	86981098	DEFLECTO
Registration Number:	5041502	SUPURR-DUCT
Registration Number:	4989379	CREATE. DISPLAY. ENJOY.
Registration Number:	4989377	CREATE. STORE. CREATE MORE.
Registration Number:	4989376	CREATE. DISPLAY. TREASURE.
Registration Number:	4791306	EASY, DO-IT-YOURSELF SIGNS, FREE, SIGNCR
Registration Number:	4633549	VERSAGRIP
Registration Number:	3970331	GRAB-A-CARD
Registration Number:	4097013	ENVIRONMAT
Registration Number:	4724164	DUOMAT
Registration Number:	4724161	EZLINK
Registration Number:	4593295	FREE & CLEAR

TRADEMARK REEL: 006159 FRAME: 0524

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Property Type	Number	Word Mark
Registration Number:	4336367	EZLINK
Registration Number:	4456776	CHAIRMAT CHOOSER
Registration Number:	4348082	SAVE YOUR SURFACE
Registration Number:	4279922	HARBOUR POINTE
Registration Number:	4506153	EZDOCK
Registration Number:	4137038	INTERIOR IMAGE
Registration Number:	3396007	DOCUHOLDER
Registration Number:	4762035	EASY, DO-IT-YOURSELF SIGNS, FREE, SIGNCR
Registration Number:	3478213	TECH REST
Registration Number:	3986741	SUSTAINABLE OFFICE
Registration Number:	3858175	DON'T FORGET THE CHAIRMAT
Registration Number:	4455221	SUSTAINABLE OFFICE
Registration Number:	4268479	LIT LOC
Registration Number:	4040066	ROLLAMAT
Registration Number:	3476160	EXECUMAT
Registration Number:	3476158	ECONOMAT
Registration Number:	3476156	DURAMAT
Registration Number:	4042292	MYSTYLE
Registration Number:	3136320	DOCUMENT BROWSER
Registration Number:	3025798	DEFLECTO
Registration Number:	2840799	SUPERIOR IMAGE
Registration Number:	2840798	CLASSIC IMAGE
Registration Number:	2827252	UNDEREVE
Registration Number:	2827251	SUPURR GUARD
Registration Number:	2755288	SAFETY AT THE SPEED OF LIGHT
Registration Number:	2755287	SAFETY AT THE SPEED OF LIGHT
Registration Number:	2782422	DOCUPOCKET
Registration Number:	2728293	SUPERTRAY
Registration Number:	2654924	DOCUTRAY
Registration Number:	2471750	DOCUPOCKET
Registration Number:	2598849	GLASSTIQUE
Registration Number:	2186640	HOOKER-UPPER
Registration Number:	2121230	SUPURR-VENT
Registration Number:	1790384	FOLDEM-UP
Registration Number:	1641248	STAND-TALL
Registration Number:	1384085	SATE-LITE
Registration Number:	1020535	DEFLECT-O
Registration Number:	1183659	SUPURR-FLEX

Property Type	Number	Word Mark
Registration Number:	1190313	EXTRA-HEAT
Registration Number:	1155174	X-RACK
Registration Number:	0781754	DEFLECT-O
Registration Number:	5156362	AEROPRO
Registration Number:	5050053	AEROPRO
Registration Number:	2054360	TILT BIN
Registration Number:	1167254	BEEMAK
Registration Number:	2768787	AUTO-SAFE

CORRESPONDENCE DATA

Fax Number: 3128637865

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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.026
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	09/22/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 22, 2017, by DEFLECTO, LLC, a Delaware limited liability company, AEROPRO HOLDINGS, LLC, a Delaware limited liability company and BEEMAK PLASTICS, LLC, a Delaware limited liability company ("Grantors" and each individually, a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among DEFLECTO ACQUISITION, INC., a Delaware corporation, and DEFLECTO, LLC, a Delaware limited liability company, as "Borrowers" thereunder, 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 each Grantor and the other Loan Parties (as such term is defined in the Credit Agreement);

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 each Grantor and certain affiliates of each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, 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, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, 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, each Grantor hereby agrees as follows:

- <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Collateral Agreement, as applicable.
- GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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- (a) all of its Trademarks including those referred to on <u>Schedule I</u> 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 such Grantor 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 until such time as the applicable Grantor begins to use such trademark application.
- 3. <u>COLLATERAL AGREEMENT</u>. 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 and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Each Grantor 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.
- 4. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 10 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[signature pages follow]

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

DEFLECTO, LLC

Name: John Malloy

Title: Assistant Secretary

AEROPRO HOLDINGS, LLC

Name: John Malloy

Title: Secretary

BEEMAK PLASTICS, LLC

Name: John Malloy

Title: Secretary

AGREED TO AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

Name: Drew Guyette

Title: Chief Credit Officer

Signature Page to Trademark Security Agreement

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

MARK	SERIAL	REGISTRATION	REGIS.	OWNER
	NUMBER	NUMBER	DATE	INFORMATION
Stack 'N Go	87296808	NA	NA	Deflecto, LLC
Sit Stand	87096313	5277804	8/29/17	Deflecto, LLC
Desklarity Let It Define You	87389041	NA	NA	Deflecto, LLC
Desklarity	87389015	NA	NA	Deflecto, LLC
Earth Source	87387543	NA	NA	Deflecto, LLC
It's Cool 2B Caddy	87072950	NA	NA	Deflecto, LLC
It's Cool 2B Caddy	87082941	NA	NA	Deflecto, LLC
Deflecto Endless	86532857	NA	NA	Deflecto, LLC
Possibilities				, ,
Endless Possibilities	86532844	NA	NA	Deflecto, LLC
Deflecto	86511434	NA	NA	Deflecto, LLC
Clips Grips Tags	86302295	5143516	2/14/17	Deflecto, LLC
Deflecto	86981098	NA	NA	Deflecto, LLC
Supurr-Duct	86420230	5041502	9/13/16	Deflecto, LLC
Create. Display. Enjoy.	86415749	4989379	6/28/16	Deflecto, LLC
Create. Store. Create More.	86415634	4989377	6/28/16	Deflecto, LLC
Create. Display. Treasure.	86415618	4989376	6/28/16	Deflecto, LLC
Easy, Do-It-Yourself Signs,	86120486	4791306	8/11/15	Deflecto, LLC
Free, Signcreator				
Deflecto.com/Signcreator,				
Online, Customizable				
Templates				
Easy, Do-It-Yourself Signs,	86976273	4762035	6/23/15	Deflecto, LLC
Free, Signcreator				
Deflecto.com/Signcreator,				
Online, Customizable				
Templates	0.6020701	1622510	4 4 4 4 4 4	D 0 110
Versagrip	86023791	4633549	11/4/14	Deflecto, LLC
Grab-A-Card	85146311	3970331	5/31/11	Deflecto, LLC
Environmat	85182305	4097013	2/7/12	Deflecto, LLC
Duomat	85712522	4724164	4/21/15	Deflecto, LLC
Ezlink	85699874	4724161	4/21/15	Deflecto, LLC
Free & Clear	85561793	4593295	8/26/14	Deflecto, LLC
Ezlink	85978834	4336367	5/14/13	Deflecto, LLC
Chairmat Chooser	85836834	4456776	12/24/13	Deflecto, LLC
Save Your Surface	85678337	4348082	6/4/13	Deflecto, LLC
Harbor Pointe	85669376	4279922	1/22/13	Deflecto, LLC
Ezdock	85645651	4506153	4/1/14	Deflecto, LLC
Interior Image	85382530	4137038	5/1/12	Deflecto, LLC
Docuholder	78708168	3396007	3/11/08	Deflecto, LLC

MARK	SERIAL	REGISTRATION	REGIS.	OWNER
	NUMBER	NUMBER	DATE	INFORMATION
Tech Rest	78903579	3478213	7/29/08	Deflecto, LLC
Sustainable Office	77981957	3986741	6/28/11	Deflecto, LLC
Don't Forget The Chairmat	77858596	3858175	10/5/10	Deflecto, LLC
Sustainable Office	77808522	4455221	12/24/13	Deflecto, LLC
Lit Loc	77599151	4268479	1/1/13	Deflecto, LLC
Rollmat	77356612	4040066	10/18/11	Deflecto, LLC
Execumat	77356636	3476160	7/29/08	Deflecto, LLC
Economat	77356587	3476158	7/29/08	Deflecto, LLC
Duramat	77356577	3476156	7/29/08	Deflecto, LLC
Mystyle	77137573	4042292	10/18/11	Deflecto, LLC
Document Browser	76611273	3136320	8/29/06	Deflecto, LLC
Deflecto	76608864	3025798	12/13/05	Deflecto, LLC
Superior Image	76280531	2840799	5/11/04	Deflecto, LLC
Classic Image	76280528	2840798	5/11/04	Deflecto, LLC
Undereve	76467320	2827252	3/30/04	Deflecto, LLC
Supurr Guard	76467319	2827251	3/30/04	Deflecto, LLC
Safety At The Speed Of	76372371	2755288	8/26/03	Deflecto, LLC
Light				
Safety At The Speed Of	73372370	2755287	8/26/03	Deflecto, LLC
Light				
Auto-Safe	76372083	2768787	9/30/03	Deflecto, LLC
Supertray	76197259	2728293	6/17/03	Deflecto, LLC
Docupocket	76196417	2782422	11/11/03	Deflecto, LLC
Docutray	76196416	2654924	11/26/02	Deflecto, LLC
Docupocket	76113202	2471750	7/24/01	Deflecto, LLC
Glasstique	76031934	2598849	7/23/02	Deflecto, LLC
Hooker-Upper	75207545	2186640	9/1/98	Deflecto, LLC
Supurr-Vent	76157619	2121230	12/16/97	Deflecto, LLC
Foldem-Up	74348531	1790384	8/31/93	Deflecto, LLC
Stand-Tall	74050206	1641248	4/16/91	Deflecto, LLC
Sate-Lite	73526043	1384085	2/25/86	Deflecto, LLC
Deflect-O	73014468	1020535	9/16/75	Deflecto, LLC
Supurr-Flex	73294100	1183659	12/29/81	Deflecto, LLC
Extra-Heat	73277047	1190313	2/16/82	Deflecto, LLC
X-Rack	73221484	1155174	5/19/81	Deflecto
				Corporation
Deflect-O	72166892	0781754	12/15/64	•
Aeropro	85922526	5156362	3/7/17	AeroPro Holdings,
				LLC
Aeropro	85984196	5050053	9/27/16	AeroPro Holdings,
				LLC
Tilt Bin	75025867	2054360	4/22/97	Beemak Plastics,
				LLC
Beemak	73232362	1167254	9/1/81	Beemak Plastics,

MARK	SERIAL	REGISTRATION	REGIS.	OWNER
	NUMBER	NUMBER	DATE	INFORMATION
				LLC

RECORDED: 09/22/2017