

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bettcher Industries, Inc.		10/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4593069	BETTCHER QUANTUM	
Registration Number:	4593071	WHIZARD QUANTUM	
Registration Number:	3756406	DURASIFT	
Registration Number:	3621331	TRIMVAC	
Registration Number:	3217957	DURALITE	
Registration Number:	3124727	OPTIMAX	
Registration Number:	2072824	EDGE KING	
Registration Number:	1974351	AIRSHIRZ	
Registration Number:	0882786	BETTCHER	
Registration Number:	0879445	WHIZARD	
Serial Number:	87379558	BETTCHER THUNDERBOLT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	3125778518		
Email:	rebecca.dyson@kattenlaw.com		
Correspondent Name:	Rebecca Dyson C/O Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$290.00 4593069

TRADEMARK

NAME OF SUBMITTER:	Rebecca Dyson
SIGNATURE:	/rebecca dyson/
DATE SIGNED:	10/03/2017
Total Attachments: 5 source=Executed - Bettcher - Trademark Security Agreement (Bettcher)#page1.tif source=Executed - Bettcher - Trademark Security Agreement (Bettcher)#page2.tif source=Executed - Bettcher - Trademark Security Agreement (Bettcher)#page3.tif source=Executed - Bettcher - Trademark Security Agreement (Bettcher)#page4.tif source=Executed - Bettcher - Trademark Security Agreement (Bettcher)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2017, is made by Bettcher Industries, Inc., a Delaware corporation (“Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all

rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

BETTCHER INDUSTRIES, INC.
as Grantor

By: 
Name: Karen Tuleta
Title: Vice President and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006169 FRAME: 0588

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: *Beth L Troyer*
Name: Beth Troyer
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006169 FRAME: 0589

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Mark	Serial No.	Appl. Date	Reg. No.	Reg. Date
BETTCHER QUANTUM	76713983	4/19/13	4593069	8/26/14
WHIZARD QUANTUM	76713986	4/19/13	4593071	8/26/14
DURASIFT	76698565	7/22/09	3756406	3/9/10
TRIMVAC	76693477	10/10/08	3621331	5/19/09
DURALITE	78889572	5/22/06	3217957	3/13/07
OPTIMAX	78512354	11/5/04	3124727	8/1/06
EDGE KING	75049726	1/18/96	2072824	6/17/97
AIRSHIRZ	74593065	10/31/94	1974351	5/14/96
BETTCHER	72298562	5/20/68	0882786	12/23/69
WHIZARD	72298563	5/20/68	0879445	10/28/69

TRADEMARK APPLICATIONS

Mark	Serial No.	Appl. Date	Reg. No.	Reg. Date
BETTCHER THUNDERBOLT	87379558	3/21/17	N/A	N/A

IP LICENSES

1. Technology License Agreement, dated May 1, 2014, by and between Bettcher Industries, Inc., as licensor, and Gainco, Inc., as licensee.
2. Technology License Agreement, dated May 1, 2014, by and between Bettcher Industries, Inc., as licensor, and Exsurco Medical, Inc., as licensee.