

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449337

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Strategic Materials, Inc.		11/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Administrative Agent
Street Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2184411	STRATEGIC MATERIALS
Registration Number:	1989146	WHITEBLAST
Registration Number:	4495207	STRATEGIC MATERIALS RECYCLING EARTH'S RE
Registration Number:	3291929	NEW AGE BLAST MEDIA
Registration Number:	3773397	NOVACAST
Registration Number:	3646166	ALL OF OUR COLORS ARE GREEN
Registration Number:	5284208	AMERICAN SPECIALTY GLASS

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.98069
NAME OF SUBMITTER:	Kristin L. Yohannan

CH \$190.00 2184411

SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	11/01/2017
Total Attachments: 8 source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page1.tif source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page2.tif source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page3.tif source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page4.tif source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page5.tif source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page6.tif source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page7.tif source=9. Silver Surfer - 2L IP Security Agreement (EXECUTED)#page8.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement, dated as of November 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Intercreditor Agreement”), among Goldman Sachs Bank USA, as Initial First Lien Representative, Goldman Sachs Bank USA, as Initial Second Lien Representative, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this IP Security Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control.

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and GOLDMAN SACHS BANK USA, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, SMI Acquisition, Inc., a Delaware corporation, as Initial Borrower, Strategic Materials Holding Corp., a Delaware corporation, as Successor Borrower (the “Borrower”) and a wholly-owned subsidiary of SMI Group Acquisitions, Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto (collectively, the “Lenders” and individually, each a “Lender”) and Goldman Sachs Bank USA, as Administrative Agent have entered into a Second Lien Credit Agreement, dated of even date herewith (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder), the “Second Lien Credit Agreement”);

WHEREAS, as a condition precedent to the making of the Loans by the Lenders, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated November 1, 2017, among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the “Collateral”):

(a) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto (“Patents”);

(b) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby (“Trademarks”);

(c) all copyrights and copyright applications, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered (“Copyrights”);

(d) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing (“Computer Software”);

(e) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, “Trade Secrets”), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(f) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(g) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary (“IP Agreements”) and all rights of such Grantor thereunder; and

(h) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; *PROVIDED* THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT OR ANY OTHER AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY

JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.


(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 6(B). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.16(D) OF THE SECOND LIEN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HERETO HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(E) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.


STRATEGIC MATERIALS, INC.

By: 
Name: Michael W. Ramirez
Title: Executive Vice President and Chief Financial Officer

Signature Page – Second Lien IP Security Agreement

TRADEMARK
REEL: 006194 FRAME: 0771

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Name:
Title:

Thomas M. Manning
Authorized Signatory

Schedule I

Trademarks

	<u>Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Reg. Number</u>
1.	Strategic Materials, Inc.	STRATEGIC MATERIALS	75/011384	2184411
2.	Strategic Materials, Inc.	WHITEBLAST	74/569059	1989146
3.	Strategic Materials, Inc.	STRATEGIC MATERIALS RECYCLING EARTH'S RESOURCES (w/ Design) 	85/432800	4495207
4.	Strategic Materials, Inc.	NEW AGE BLAST MEDIA	78/744836	3291929
5.	Strategic Materials, Inc.	NOVACAST	77/741472	3773397
6.	Strategic Materials, Inc.	ALL OF OUR COLORS ARE GREEN	77/538146	3646166
7.	Strategic Materials, Inc.	AMERICAN SPECIALTY GLASS	87/227136	5284208

Patents

	<u>Owner</u>	<u>Title</u>	<u>Pat. No.</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Issue Date</u>
1.	Strategic Materials, Inc.	Coin Recognition and Removal from a Material Stream	N/A	15/056799	29-Feb-16	N/A
2.	Strategic Materials, Inc.	Patent Application for "Bucket Mister Glass Dust"	N/A	62/447224	17-Jan-17	N/A
3.	Strategic Materials, Inc.	Method of and Apparatus for Multi-Stage Sorting of Glass Cullets	7355140	10/637188	8-Aug-03	8-Apr-08
4.	Strategic Materials, Inc.	Method of and Apparatus for High Speed, High Quality, Contaminant Removal and Color Sorting of Glass Cullet	7351929	10/877531	24-Jun-04	1-Apr-08
5.	Strategic Materials, Inc.	Method of and Apparatus for High Speed, High Quality, Contaminant Removal and Color Sorting of Glass Cullet	8436268	11/156229	24-Jun-05	7-May-13