

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICP ADHESIVES AND SEALANTS, INC.		11/03/2017	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Goldman Sachs Middle Market Lending Corp., as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	5273910		
Registration Number:	4979374	COLOR WISE TEMPERATURE WARNING NOZZLES	
Registration Number:	4569724	COLORWISE	
Registration Number:	4015657	COMFORT RX	
Registration Number:	5119542	CR-20	
Registration Number:	3470408	DRY SEAL TECHNOLOGY	
Registration Number:	2997497	EXPECT MORE	
Registration Number:	1638890	FOAMPRO	
Registration Number:	4050210	FOMO	
Registration Number:	3142280	HANDI CLEANER	
Registration Number:	3141851	HANDI FLOW	
Registration Number:	2647367	HANDI FOAM	
Registration Number:	2675702	HANDI SEAL	
Registration Number:	2469144	HANDI SEAL	
Registration Number:	2641133	HANDI STICK	
Registration Number:	3392382	HANDI TOOL	
Registration Number:	4159800	HANDI-BRAND	
Registration Number:	1247077	HANDI-FOAM	
Registration Number:	2510692	HANDI-GUN	
TRADEMARK			

CH \$1240.00 5273910

Property Type	Number	Word Mark
Registration Number:	2642827	HANDI-GUN
Registration Number:	5006317	HANDI-GUN
Registration Number:	5115693	HANDI-GUN THE ULTIMATE WAY TO SPRAY
Registration Number:	2164237	HANDI-STICK
Registration Number:	4515688	HIGH FLOW TECHNOLOGY
Registration Number:	4860568	INNOVATIONS THAT IMPROVE
Registration Number:	4053356	INSUL-SEAL
Registration Number:	4851429	MAGNUM
Registration Number:	4846076	MAGNUM HEATED SYSTEM
Registration Number:	3742121	MAGNUM HEATED SYSTEM
Registration Number:	4912590	MOBILE MAGNUM
Registration Number:	4966722	MULTI-DIRECTION TWIST AND LOCK
Registration Number:	2036001	POLYSET
Registration Number:	4293418	PRIVATE LABEL SOLUTIONS
Registration Number:	2121235	PROPACK
Registration Number:	5012202	REVOLUTIONIZING THE WAY TO SPRAY
Registration Number:	2647368	SILENT SEAL
Registration Number:	2426406	SILENT SEAL
Registration Number:	3099359	STOP AIR INFILTRATION
Registration Number:	5293164	SUPERFOAM
Registration Number:	3931447	SYSTEM 24B
Registration Number:	2443092	TITE-SET
Registration Number:	5137145	"WHEN THE NOZZLE TURNS BLUE STOP YOUR CR
Serial Number:	87370135	BEFORE YOU START, SCRAP THE CART
Serial Number:	87213357	BOARD-MAX
Serial Number:	87270363	FAST FOAM
Serial Number:	87326747	HANDI-GUN II VARIABLE OUTPUT
Serial Number:	87054479	ICP ADHESIVES & SEALANTS
Serial Number:	87189496	POLYSET
Serial Number:	87316227	TECHMASTER

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

TRADEMARK

REEL: 006197 FRAME: 0332

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 32868 / 065

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 11/06/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by **ICP ADHESIVES AND SEALANTS, INC.**, an Ohio corporation (the “**Grantor**”), in favor of Goldman Sachs Middle Market Lending Corp., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent for the Secured Parties, pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 8. INTERCREDITOR

REFERENCE IS MADE TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 3, 2017, BY AND AMONG ANTARES CAPITAL LP, GOLDMAN SACHS MIDDLE MARKET LENDING CORP., THE OTHER REPRESENTATIVES PARTY THERETO FROM TIME TO TIME AND THE GRANTORS PARTY THERETO. THE COLLATERAL AGENT HEREUNDER AND EACH LENDER UNDER THE CREDIT AGREEMENT AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT TO ENTER INTO THE INTERCREDITOR AGREEMENT AS "SECOND LIEN AGENT" AND ON BEHALF OF SUCH LENDERS. THE PROVISIONS OF THIS SECTION 8 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. THE COLLATERAL AGENT AND EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO THE COLLATERAL AGENT OR ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE FIRST LIEN CREDIT AGREEMENT TO EXTEND CREDIT THEREUNDER AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

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IN WITNESS WHEREOF, the 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.

ICP ADHESIVES AND SEALANTS, INC.,
as Grantor

By: 

Name: Douglas Mattscheck

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

**GOLDMAN SACHS MIDDLE MARKET
LENDING CORP.,**
as Collateral Agent

By: 
Name: Brendan McGovern
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
US	[Design only]	86938532	3/14/2016	5273910	8/29/2017	ICP Adhesives and Sealants, Inc.
US	BEFORE YOU START, SCRAP THE CART	87370135 Intent to Use	3/14/2017			ICP Adhesives and Sealants, Inc.
US	BOARD-MAX	87213357 Intent to Use	10/24/2016			ICP Adhesives and Sealants, Inc.
US	COLOR WISE TEMPERATURE WARNING NOZZLES AND DESIGN	86578572	3/27/2015	4979374	6/14/2016	ICP Adhesives and Sealants, Inc.
US	COLORWISE	85973042	6/28/2013	4569724	7/15/2014	ICP Adhesives and Sealants, Inc.
US	COMFORT RX	85224536	1/24/2011	4015657	8/23/2011	ICP Adhesives and Sealants, Inc.
US	CR-20	87116126	7/26/2016	5119542	1/10/2017	ICP Adhesives and Sealants, Inc.
US	DRY SEAL TECHNOLOGY	77183914	5/17/2007	3470408	7/22/2008	ICP Adhesives and Sealants, Inc.
US	EXPECT MORE	78414095	5/6/2004	2997497	9/20/2005	ICP Adhesives and Sealants, Inc.
US	FAST FOAM	87270363 Intent to Use	12/15/2016			ICP Adhesives and Sealants, Inc.
US	FOAMPRO	74/015480	1/2/1990	1638890	3/26/1991	ICP Adhesives and Sealants, Inc.
US	FOMO	85045143	5/21/2010	4050210	11/1/2011	ICP Adhesives and Sealants, Inc.
US	FOMO	79173462	7/3/2015	5066355	10/25/2016	ICP Adhesives and Sealants, Inc.
US	HANDI CLEANER	78833094	3/9/2006	3142280	9/12/2006	ICP Adhesives and Sealants, Inc.
US	HANDI FLOW	78727634	10/6/2005	3141851	9/12/2006	ICP Adhesives and Sealants, Inc.
US	HANDI FOAM	78076334	7/30/2001	2647367	11/5/2002	ICP Adhesives and

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
						Sealants, Inc.
US	HANDI SEAL	78076338	7/30/2001	2675702	1/14/2003	ICP Adhesives and Sealants, Inc.
US	HANDI SEAL	75873336	12/17/1999	2469144	7/17/2001	ICP Adhesives and Sealants, Inc.
US	HANDI STICK	78076337	7/30/2001	2641133	10/22/2002	ICP Adhesives and Sealants, Inc.
US	HANDI TOOL	77008291	9/27/2006	3392382	3/4/2008	ICP Adhesives and Sealants, Inc.
US	HANDI-BRAND	85012910	4/13/2010	4159800	6/19/2012	ICP Adhesives and Sealants, Inc.
US	HANDI-FOAM	73329934	9/28/1981	1247077	8/2/1983	ICP Adhesives and Sealants, Inc.
US	HANDI-GUN	78044340	1/22/2001	2510692	11/20/2001	ICP Adhesives and Sealants, Inc.
US	HANDI-GUN	76367796	2/7/2002	2642827	10/29/2002	ICP Adhesives and Sealants, Inc.
US	HANDI-GUN	86794509	10/21/2015	5006317	7/26/2016	ICP Adhesives and Sealants, Inc.
US	HANDI-GUN II VARIABLE OUTPUT AND DESIGN	87326747 Intent to Use	2/7/2017			ICP Adhesives and Sealants, Inc.
US	HANDI-GUN THE ULTIMATE WAY TO SPRAY	86794482	10/21/2015	5115693	1/3/2017	ICP Adhesives and Sealants, Inc.
US	HANDI-STICK	74579413	9/28/1994	2164237	6/9/1998	ICP Adhesives and Sealants, Inc.
US	HIGH FLOW TECHNOLOGY	85791241	11/30/2012	4515688	4/15/2014	ICP Adhesives and Sealants, Inc.
US	ICP ADHESIVES & SEALANTS	87054479 Intent to Use	5/31/2016			ICP Adhesives and Sealants, Inc.
US	INNOVATIONS THAT IMPROVE	86341015	7/18/2014	4860568	11/24/2015	ICP Adhesives and Sealants, Inc.
US	INSUL-SEAL	77/414867	3/6/2008	4053356	11/8/2011	ICP Adhesives and Sealants, Inc.
US	MAGNUM	86659378	6/11/2015	4851429	11/10/2015	ICP Adhesives and Sealants, Inc.
US	MAGNUM HEATED SYSTEM	86617294	5/1/2015	4846076	11/3/2015	ICP Adhesives and Sealants, Inc.
US	MAGNUM HEATED SYSTEM	77758440	6/12/2009	3742121	1/26/2010	ICP Adhesives and Sealants, Inc.
US	MOBILE	86632709	5/18/2015	4912590	3/8/16	ICP Adhesives and

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
	MAGNUM					Sealants, Inc.
US	MULTI-DIRECTION TWIST AND LOCK	86883591	1/22/2016	4966722	5/24/2016	ICP Adhesives and Sealants, Inc.
US	POLYSET	74/594258	11/2/1994	2036001	2/4/1997	ICP Adhesives and Sealants, Inc.
US	POLYSET AND DESIGN	87189496 Intent to Use	9/30/2016			ICP Adhesives and Sealants, Inc.
US	PRIVATE LABEL SOLUTIONS	85590064	4/5/2012	4293418	2/19/2013	ICP Adhesives and Sealants, Inc.
US	PROPACK	75/168775	9/19/1996	2121235	12/16/1997	ICP Adhesives and Sealants, Inc.
US	REVOLUTIONIZING THE WAY TO SPRAY	86837231	12/2/2015	5012202	8/2/2016	ICP Adhesives and Sealants, Inc.
US	SILENT SEAL	78076340	7/30/2001	2647368	11/5/2002	ICP Adhesives and Sealants, Inc.
US	SILENT SEAL	75776636	8/18/1999	2426406	2/6/2001	ICP Adhesives and Sealants, Inc.
US	STOP AIR INFILTRATION	78542243	1/5/2005	3099359	5/30/2006	ICP Adhesives and Sealants, Inc.
US	SUPERFOAM	87232868	11/10/2016	5293164	9/19/2017	ICP Adhesives and Sealants, Inc.
US	SYSTEM 24B	77492661	6/6/2008	3931447	3/15/2011	ICP Adhesives and Sealants, Inc.
US	TECHMASTER	87316227 Intent to Use	1/27/2017			ICP Adhesives and Sealants, Inc.
US	TITE-SET	75/537257	8/14/1998	2443092	4/10/2001	ICP Adhesives and Sealants, Inc.
US	WHEN THE NOZZLE TURNS BLUE STOP YOUR CREW	87081247	6/23/2016	5137145	2/7/2017	ICP Adhesives and Sealants, Inc.