

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Echo Engineering & Production Supplies, Inc.		10/19/2017	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	J.P. Morgan Chase Bank, N.A.		
Street Address:	1 East Ohio Street		
Internal Address:	Floor 4		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4274777		
Registration Number:	4318978	MASKING AND PROTECTING THE WORLD'S BEST	
Registration Number:	4445011	THE ECHO WAY	
Serial Number:	86719521	MEXECHO	
Serial Number:	87171179	BETTER SOLUTIONS FASTER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	317-237-1029		
Email:	Abe.Shanhsaz@FaegreBD.com		
Correspondent Name:	Abe Jentry Shanhsaz		
Address Line 1:	300 N. Meridian Street, Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	982030.27		
NAME OF SUBMITTER:	Abe Jentry Shanhsaz		
SIGNATURE:	/Abe J. Shanhsaz/		
DATE SIGNED:	11/13/2017		

OP \$140.00 4274777

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 19, 2017, is executed by ECHO ENGINEERING & PRODUCTION SUPPLIES, INC., an Indiana corporation (together with its successors and assigns, "Grantor"), in favor of J.P. MORGAN CHASE BANK, N.A. (the "Lender").

Recitals

A. Grantor and Matri Holdings Inc., an Indiana corporation ("Matri"), as Borrowers, the Lender, and the other Loan Parties are entering into a Credit Agreement dated as of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Grantor has entered into a Pledge and Security Agreement, dated as of even date herewith, by and among Grantor, Matri, and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time and at any time, the "Security Agreement").

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned or hereafter acquired Trademarks (as hereinafter defined), to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Security Agreement.

D. Pursuant to Section 3.10 of the Security Agreement, Grantor is entering into this Agreement to perfect by filing in the United States Patent and Trademark Office the security interest of the Lender in Grantor's Trademarks.

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

1. Defined Terms. Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Security Agreement.

2. Grant. To secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement), Grantor grants to the Lender a continuing security interest in all of Grantor's right, title and interest in, to, and under the following, whether now existing or hereafter created or acquired (collectively, the "Trademarks"):

- (a) all trademarks (including service marks), including, without limitation, those marks identified on Schedule I attached hereto, trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;
- (b) all licenses of the foregoing, whether as licensee or licensor;
- (c) all renewals of the foregoing;

- (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;
- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world; and
- (g) all accessions to, substitutions for, and replacements, proceeds and products of the foregoing;

provided, that term "Trademarks" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be included within the definition of "Trademarks" hereunder.

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and subject to the limitations set forth therein. Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted in this Agreement are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

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

ECHO ENGINEERING & PRODUCTION
SUPPLIES, INC.

By: 
Name: Kingdon Offenbacher
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006203 FRAME: 0740

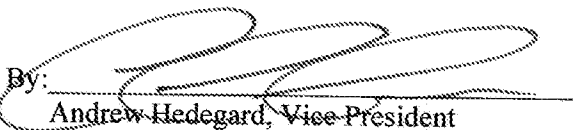
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

ECHO ENGINEERING & PRODUCTION
SUPPLIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By:  _____
Andrew Hedegard, Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Trademark	Registration Date	Registration Number
4 ARROW DESIGN (LOGO) [Design Mark]	January 15, 2013	4274777
MASKING AND PROTECTING THE WORLD'S BEST PRODUCTS FROM START TO FINISH	April 9, 2013	4318978
THE ECHO WAY	December 3, 2013	4445011

TRADEMARK APPLICATIONS

Trademark Application	Application Filing Date	Application Serial Number
MEXECHO	August 10, 2015	86719521
BETTER SOLUTIONS FASTER	September 14, 2016	87171179