

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HMT LLC		11/17/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Collateral Agent for Secured Parties		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700, Attn: HMT Account Manager		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	86527472	HMT	
Registration Number:	4934968	HMT	
Registration Number:	4930429	PIVOT MASTER	
Registration Number:	4930860	PROTECTING YOUR WORLD, ONE TANK AT A TIM	
Registration Number:	5070948	SEALMASTER	
Registration Number:	4930426	SEAL KING	
Registration Number:	4930427	ECONO-FLEX	
Registration Number:	4958289	MINI-SHOE	
Registration Number:	5052279	VAPORFLEX	
Registration Number:	5076083	LEG SOCK	
Registration Number:	5207113	ARCMASTER	
Registration Number:	5052280	SUMPMASTER	
Registration Number:	3098790	VAPOR VAULT	
Registration Number:	1963392	ALUMINATOR	
Registration Number:	1456121	UNIDECK	
Registration Number:	5039930	SIGMA STRUT	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 4045818330

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: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown, Jones Day

Address Line 1: 1420 Peachtree Street, NE

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Sidney R. Brown
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SIGNATURE:	/Sidney R. Brown/
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DATE SIGNED:	11/17/2017
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **November 17, 2017** (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **MADISON CAPITAL FUNDING LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 17, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign copyrights (including Community designs), including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the “**Copyrights**”).

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in **Schedule 1** hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**).

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

HMT LLC,
as a Grantor

By: 
Name: Scott D. Spence
Title: Authorized Signatory

MADISON CAPITAL FUNDING LLC, as Collateral

Agent

By: _____

Name: Junaid Sozer

Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

United States and foreign registrations of and applications for Patents, Trademarks, and Copyrights:

Grantor	Patents	Issue Date	Status	Application Number	Patent No.
HMT LLC	Welded Full Contact Floating Roof	3/10/2015	G - (Granted)	13/929,191	8,973,771
HMT LLC	Welded Full Contact Floating Roof and Method	NOA mailed 9/12/17	G - (Granted)	14/642,270	Not yet available
HMT LLC	Low Profile Secondary Seal	6/19/2001	G - (Granted)	09/216,593	6,247,607
HMT LLC	Full Contact Floating Roof	7/10/2007	G - (Granted)	11/286,791	7,240,804
HMT LLC	Welded Full Contact Floating Roof and Method	Under Examination	F - (Filed)	14/799,320	Not Issued
HMT LLC	Batten Bar Assembly	Under Examination	F - (Filed)	14/962,921	Not Issued
HMT LLC	SYSTEMS AND METHODS FOR LIFTING AND POSITIONING A ROOF FOR INSTALLATION ON A STORAGE TANK	Ready for Examination	F - (Filed)	15/491,704	Not Issued
HMT LLC	Welded Deck Seam Skin and Pontoon Internal Floating Roof (Provisional Patent)	N/A	F - (Filed)	62/414,543	N/A
HMT LLC	REVERSIBLE WELD TORCH TROLLEY	N/A	F - (Filed)	62/479,078	N/A

Grantor	Patents	Issue Date	Status	Application Number	Patent No.
	(Provisional Patent)				
HMT LLC	Batten Bar Assembly (PCT)	N/A	F - (Filed)	PCT/ US2016/065668	N/A

Grantor	Trademarks	Country	Filing Date	Status	Application No.	Registration No.
HMT LLC	HMT	U.S.	2/05/2015	F - (Filed)	86527472	Not Issued
HMT LLC	Stylized Version of HMT	U.S.	4/12/2016	G - (Granted)	86527493	4934968
HMT LLC	PivotMaster	U.S.	4/5/2016	G - (Granted)	86527525	4,930,429
HMT LLC	Protecting Your World, One Tank at a Time	U.S.	4/5/2016	G - (Granted)	86601774	4,930,860
HMT LLC	SealMaster	U.S.	11/1/2016	G - (Granted)	86527272	5070948
HMT LLC	Seal King	U.S.	4/5/2016	G - (Granted)	86527310	4930426
HMT LLC	Econo-Flex	U.S.	4/5/2016	G - (Granted)	86527337	4930427
HMT LLC	Mini-Shoe	U.S.	5/17/2016	G - (Granted)	86527347	4958289
HMT LLC	Vaporflex	U.S.	10/4/2016	G - (Granted)	86527356	5052279
HMT LLC	Leg Sock	U.S.	11/8/2016	G - (Granted)	86527363	5076083
HMT LLC	ARCMaster	U.S.	5/23/2017	G (Granted)	86527375	5207113
HMT LLC	SUMPMaster	U.S.	10/4/2016	G - (Granted)	86527408	5052280
HMT LLC	Vapor Vault	U.S.	5/30/2006	G - (Granted)	78240725	3098790
HMT LLC	Aluminator	U.S.	3/19/1996	G - (Granted)	74669522	1963392
HMT	Unideck	U.S.	9/8/1987	G -	73643852	1456121

Grantor	Trademarks	Country	Filing Date	Status	Application No.	Registration No.
LLC				(Granted)		
HMT LLC	SIGMA STRUT	U.S.	9/13/2016	G - (Granted)	86883261	5039930