

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453057

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNION CORRUGATING COMPANY		12/22/2016	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	COMMERCIAL LOAN SERVICE CENTER/DCC		
Internal Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4930876	MYMETALROOF INSTALL WIZARD	
Registration Number:	4878903	METALPROTECTION	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	PECSENYE@BLANKROME.COM		
Correspondent Name:	TIMOTHY D. PECSENYE		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	ONE LOGAN SQUARE		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-16109		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/04/2017		
Total Attachments: 5			
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement to Intellectual Property Security Agreement (the “Supplement”), dated as of December 22, 2016, is by and among **UNION CORRUGATING COMPANY**, a North Carolina corporation (“Grantor”), and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (“Agent”) for the Lenders.

BACKGROUND

A. This Supplement is being delivered in connection with (i) that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of the date hereof by and among Grantor, as a borrower (together with each Person joined as a borrower to the Credit Agreement (as defined below) from time to time, collectively, the “Borrowers” and each a “Borrower”), certain financial institutions which are now or which hereafter become a party thereto as lenders (“Lenders”) and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “Credit Agreement”) and (ii) that certain Intellectual Property Security Agreement dated December 12, 2014 by Grantor in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the “IP Security Agreement”), recorded with the United States Patent and Trademark Office on December 17, 2014 at Reel/Frame 5420/0942. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Credit Agreement.

B. Pursuant to the Credit Agreement and the IP Security Agreement, Grantor granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantors’ Trademarks (as defined in the IP Security Agreement).

C. Subsequent to delivery of the IP Security Agreement, Grantor has acquired certain additional trademarks and trademark applications set forth on Schedule I attached hereto and made part hereof (collectively, the “Additional Trademarks”).

D. Grantor and Agent desire to execute this Supplement for the purpose of granting, ratifying, and confirming Agent’s lien on and security interest in the Additional Trademarks, as set forth more fully in the IP Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement, the IP Security Agreement and the Other Documents and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, a continuing security interest in and Lien on all of its present and future right, title and interest in and to the Additional Trademarks and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof.

2. Grantor acknowledges and confirms that the rights and remedies of Agent with respect to the security interest in the Additional Trademarks granted hereby are more fully set forth in the Credit Agreement and the IP Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the IP Security Agreement contained in the Credit Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include this Supplement.

3. Schedule I to the IP Security Agreement is hereby supplemented by the information contained on Schedule I attached hereto. All references to Schedule I contained in the Credit Agreement, IP Security Agreement or the Other Documents shall be deemed, for all purposes, to also refer to and include Schedule I attached hereto.

4. Except as expressly amended by this Supplement, all of the terms, conditions and provisions of the Credit Agreement and the IP Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

5. This Supplement 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. Signature by facsimile or PDF shall also bind the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

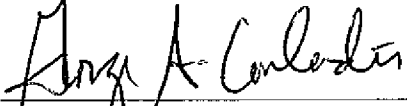
GRANTOR:

UNION CORRUGATING COMPANY

By: Robert T. Pfordresher
Name: Robert Pfordresher
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Name: George S. Couladis
Title: Vice President

Supplement to Intellectual Property Security Agreement (Union Corrugating)

TRADEMARK
REEL: 006219 FRAME: 0284

SCHEDULE I

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Owner	Registration Date (Application Date)	Registration No. (Application No.)	Status
MYMETALROOF INSTALL WIZARD	Union Corrugating Company	April 5, 2016	4930876	Live; Sec. 8 & 15 due April 5, 2022
METALPROTECTION	Union Corrugating Company	December 29, 2015	4878903	Live; Sec. 8 & 15 due December 29, 2021