

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.C Coatings, LLC		01/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 S. Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1401772	ANCHORSEAL	
Registration Number:	3784339	ANCHORSEAL 2	
Registration Number:	3784344	AS2	
Registration Number:	2405574	BATES	
Registration Number:	1401760	BATES BOOTHCOATING	
Registration Number:	1578477	-BECAUSE SEALING IS BELIEVING.	
Registration Number:	2381133		
Registration Number:	2550544		
Registration Number:	2586392	FLITCHSAVER	
Registration Number:	1575909	GEMPAINT	
Registration Number:	2710334	HR-LOGSAVER SYSTEM	
Registration Number:	5185986	LOGDAWG	
Registration Number:	2703419	LOGSAVERS	
Registration Number:	2494125	PANEL-SEAL	
Registration Number:	4488468	SEAL ENDS ONCE	
Registration Number:	3073260	SEAL ONCE	
Registration Number:	4044856	SEAL-ONCE	
Registration Number:	4698608	SEAL-ONCE POLY	
TRADEMARK			

OP \$565.00 1401772

Property Type	Number	Word Mark
Registration Number:	4164382	THE WATER STOPS HERE
Registration Number:	4459494	YOU BRING THE WOOD...'LL BRING THE PROT
Registration Number:	4313736	YOU BRING THE WOOD...WE'LL BRING THE PRO
Serial Number:	87470607	NANO-GUARD

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.373
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	01/03/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2018, is by UC COATINGS ACQUISITION, LLC, a Delaware limited liability company, to be known as U.C COATINGS, LLC, a Delaware limited liability company, after the consummation of the Closing Date Merger ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans, and the Issuing Lenders have agreed to issue Letters of Credit, for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement (as defined below)) their Affiliates, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for Agent's benefit and for the benefit of Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest (subject to the existence of Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark License or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in 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.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing first priority security interest in all Collateral (subject to the existence of Permitted Liens), whether or not listed on Schedule I.

[signature pages follow]

IN WITNESS WHEREOF, 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.

UC COATINGS ACQUISITION, LLC, t/b/k/a
U.C COATINGS, LLC, a Delaware limited liability
company

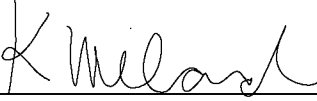
By: 

.....
Name: Eojin Lee

Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent



By: 

Name: Kathryn A. Wieland

Title: Vice President

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARKS

	Trademark	Application Number	Registration Number	Registration Date
1.	ANCHORSEAL	73/569713	1401772	7/22/1986
2.	ANCHORSEAL 2	77/831743	3784339	5/4/2010
3.	AS2	77/831785	3784344	5/4/2010
4.	BATES	75/719814	2405574	11/21/2000
5.	BATES BOOTHCOATING	73/569714	1401760	7/22/1986
6.	-BECAUSE SEALING IS BELIEVING.	73/802145	1578477	1/23/1990
7.	Design Only 	75/742592	2381133	8/29/2000
8.	Design Only 	75/742400	2550544	3/19/2000
9.	FLITCHSAVER	76/114003	2586392	6/25/2002
10.	GEMPAINT	73/802146	1575909	1/9/1990
11.	HR-LOGSAVER SYSTEM	75/822988	2710334	4/29/2003
12.	LOGDAWG	87/167989	5185986	4/18/2017
13.	LOGSAVERS	75/823369	2703419	4/8/2003

14.	PANEL-SEAL	76/026203	2494125	10/2/2001
15.	SEAL ENDS ONCE	86/017861	4488468	2/25/2014
16.	SEAL ONCE	78/584651	3073260	3/28/2006
17.	SEAL-ONCE	85/276815	4044856	10/25/2011
18.	SEAL-ONCE POLY	86/261380	4698608	3/10/2015
19.	THE WATER STOPS HERE	85/458722	4164382	6/26/2012
20.	YOU BRING THE WOOD...I'LL BRING THE PROTECTION	85/352640	4459494	12/31/2013
21.	YOU BRING THE WOOD...WE'LL BRING THE PROTECTION	85/351963	4313736	4/2/2013

TRADEMARK APPLICATIONS

	Trademark	Application Number	Application Date
1.	NANO-GUARD	87/470607	5/31/2017