

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELPHON INDUSTRIES, LLC		01/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2303631	GEL-PAK	
Registration Number:	2632660	GEL-TRAY	
Registration Number:	2632661	GEL-FILM	
Registration Number:	4278398	KWIKRIP	
Registration Number:	4274442	ULTRALABEL	
Registration Number:	4643231		
Registration Number:	4575447	ULTRATAPE CLEANROOM CERTIFIED PRODUCTS I	
Registration Number:	4571855	ULTRATAPE	
Registration Number:	4611172	VERTEC	
Serial Number:	87433928	E-FILM	
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:	312-577-8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		

CH \$265.00 2303631

ATTORNEY DOCKET NUMBER:	214338-00254
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	01/05/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of January 5, 2018, by Delphon Industries, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the other “**Borrowers**” party thereto (each a “**Borrower**” and collectively the “**Borrowers**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including United States registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or

types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any United States reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely 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 any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Termination. At such time as the Secured Obligations have been Paid in Full, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination the Grantee shall, at Grantor’s expense, promptly execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

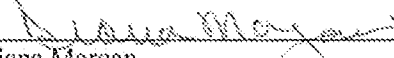
5. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

6. Waiver of Jury Trial. EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Pages Follow]

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

DELPHON INDUSTRIES, LLC, a Delaware
limited liability company

By: 
Name: Diana Morgan
Title: Chief Financial Officer, Treasurer &
Assistant Secretary

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as Agent

By: 

Name: Junaid Sozer

Title: Director

SCHEDULE A

Trademark Registrations

Location	Trademark	TM Serial No. & Filing Date	TM Reg & Reg Date	International Class & Description of Goods
US	Gel-Pak	75/476,114 04-28-1998	2,303,631 12-28-1999	IC 9: Carriers, namely, trays and containers for semi-conductor wafers, die, substrates and chips; and mechanical devices comprised of vacuum release trays and pumps for releasing semiconductor wafers, die, substrates and chips from carriers, trays and containers.
US	Gel-Tray	76/065,489 06-06-2000	2,632,660 10-08-2002	IC 9: Carriers, namely, support structures for handling or shipping semi-conductor wafers, die, substrates and chips; mechanical apparatus comprised of vacuum release receptacles and pumps for releasing semiconductor wafers, die, substrates and chips from carriers or support structures.
US	Gel-Film	76/066,254 06-07-2000	2,632,661 10-08-2002	IC 9: Carriers, namely, support structures for handling or shipping semi-conductor wafers, die, substrates and chips.
US	KwikRip	85/513,471 01-10-2012	4278398 01-22-2013	IC 017. Adhesive tape for use in clean room environments; residue-free adhesive tape with serrated edges.
US	UltraLabel	85/521,904 01-20-2012	4274442 01-15-2013	IC 02. Labels and ribbons for use with clean room and thermal label printers; direct thermal labels; thermal transfer labels.
US	Bar Code Design	85/693,159 08-01-2012	4643231 11-25-2014	IC 17: Adhesive tape namely particle free tape for use in clean room environments.
US	UltraTape Cleanroom Certified Products ISO 9001 & Design	86/150,253 12-20-2013	4575447 07-29-2014	IC 17: Adhesive tape for industrial and commercial use.
US	ULTRATAPE	86/145,559 12-17-2013	4571855 07-22-2014	IC 17: Adhesive tape for industrial and commercial use.
US	VERTEC	86/063,460 09-12-2013	4611172 09-23-2014	IC 17: Film used as an industrial or commercial packing; polymer film for commercial and industrial use.
China	GEL PAK	7686630 09-10-2009	7686630 10-07-2012	Cosmetics for animals; soap; mouth-rinsing liquid, polishing preparations; stain removers; incense; essential oil; abrasives
European Community	GEL PAK	8743841 12-09-2009	8743841 06-02-2010	Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; material used to collect and/or remove debris generated during testing of integrated circuits or as carriers for integrated circuits.
Hong Kong	Ultratape		303036834 06-17-2014	
International Registration	Ultratape		1211865 06-13-2014	

Designations CN, JP, SG				
Japan	GEL PAK	2009-070329 09-14-2009	5441685 09-30-2011	Abrasive and tacky pads for removing debris from probes on probe cards for use with testing of integrated circuits.
Korea	GEL PAK	2009-0048086 09-30-2009	40-0855592 03-04-2011	Carbides of metal (abrasives); cleaning preparations; corundum [abrasive]; diamantine [abrasive]; furbishing preparations (polishing preparations); grinding preparations; polishing creams; silicon carbide [abrasive].
Singapore	ULTRATAPE	1211865 (Int'l Reg.) 06-13-2014	T1412593Z 02-26-2015	Adhesive tape for industrial and commercial use.
Taiwan	GEL PAK	98043247 10-01-2009	01436091 11- 01-2010	Solid cleaning preparation for use in industrial manufacturing processes.
Taiwan	Ultratape		103034107 06/17/2014	

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
E-FILM	87433928	5/2/17	US