

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VARI-FORM INC.		02/02/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	1100 NORTH MARKET STREET		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19890		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1437939	VARI-FORM	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.104		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	02/02/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among VARI-FORM INC. (the "Canadian Term Loan Facility Grantor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Vari-Form Group, LLC, a Delaware limited liability company, Vari-Form, Inc., an Ontario corporation, Vari-Form Holdings Group, LLC, a Delaware limited liability company, the several lenders from time to time party thereto (the "Lenders") and Wilmington Trust, National Association, as administrative agent and as collateral agent and (b) the Canadian Term Loan Guaranty and Pledge and Security Agreement dated as of February 2, 2018 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Canadian Security Agreement") among Holdings, the U.S. Borrower, each of the other Canadian Term Loan Facility Grantors identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Canadian Borrower subject to the terms and conditions set forth in the Credit Agreement. The Canadian Term Loan Facility Grantor is the Canadian Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Canadian Loans and as consideration for the Canadian Loans previously made. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Canadian Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.3 of the Credit Agreement shall apply hereto, mutatis mutandis.

Section 2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Canadian Term Loan Facility Secured Obligations, the Canadian Term Loan Facility Grantor hereby grants to the Collateral Agent, for the benefit of the holders of the Canadian Term Loan Facility Secured Obligations, a security interest (the "Security Interest") in all of the Canadian Term Loan Facility Grantor's right, title and interest in, to and under Collateral consisting of any Trademarks arising under the Laws of the United States of America now owned or at any time hereafter acquired by the Canadian Term Loan Facility Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any 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 requirements of Law or Excluded Property (the "Trademark Collateral"). The Canadian Term Loan Facility Grantor authorizes and requests that the Canadian Intellectual Property Office and the Commissioner for Trademarks record this Agreement.

Section 3. Canadian Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Canadian Security Agreement. The Canadian

Term Loan Facility Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


Section 5. Termination. Upon the termination of the Canadian Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Canadian Term Loan Facility Grantor (at the Canadian Term Loan Facility Grantor's sole expense, and without any recourse to or warranty by the Collateral Agent) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Canadian Term Loan Facility Grantor to effect such release.

Section 6. Governing Law. This Agreement is made under and governed by the laws of the Province of Ontario applicable to contracts made and to be performed entirely within such Province, without regard to conflicts of law principles.

Section 7. INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT IN ANY COLLATERAL AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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VARI-FORM INC.

By:  _____

Name: Carmen Evola

Title: President and Chief Executive Office

TRADEMARK

REEL: 006265 FRAME: 0584

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: J. Anderson
Name: Jennifer Anderson
Title: Assistant Vice President

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Name of Trademark	Application Number	Filing Date	Registration Number	Registration Date
Vari-Form Inc.	VARI-FORM	73/560818	9/30/1985	1437939	4/28/1987