

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM466150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fortifiber, LLC		03/16/2018	Limited Liability Company: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as Collateral Agent
<b>Street Address:</b>	20 King Street West
<b>Internal Address:</b>	4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	676718	AQUABAR
Registration Number:	3150369	BUILDERS SHIM STOCK
Registration Number:	2881150	E-Z SEAL
Registration Number:	2216781	E-Z SEAL
Registration Number:	1183727	FIBREEN
Registration Number:	1623683	FOAM TEX
Registration Number:	3683882	FORESIGHT
Registration Number:	3686423	FORESIGHT PROTECTING YOUR WORLD
Registration Number:	3039094	FORTIFIBER BUILDING SYSTEMS GROUP
Registration Number:	2839612	FORTIFIBER
Registration Number:	2568416	FORTIFLASH 40
Registration Number:	2622665	FORTIFLASH
Registration Number:	4194184	FORTIFLEX
Registration Number:	4600337	FORTISEAL
Registration Number:	3074772	FORTISHIELD 10 YEAR WARRANTY
Registration Number:	5348950	FORTISHIELD 15 YEAR WARRANTY
Registration Number:	3147274	HWD-15
Registration Number:	2308895	JUMBO TEX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2348151	MH-15
Registration Number:	4685779	L7 FLASHING
Registration Number:	3113218	MOISTOP CORNER SHIELD
Registration Number:	2993732	MOISTOP NEXT
Registration Number:	2988790	MOISTOP PF
Registration Number:	2772487	MOISTOP ULTRA
Registration Number:	646318	MOISTOP
Registration Number:	5415455	MOISTOP
Registration Number:	2318422	ORANGE LABEL SISALKRAFT
Registration Number:	3376784	PLYDRY
Registration Number:	3223624	PROTECTING YOUR WORLD FROM THE ELEMENTS
Registration Number:	691806	PYRO-KURE
Registration Number:	2294413	SCRIBE RITE
Registration Number:	680471	SEEKURE
Registration Number:	1486918	SISALKRAFT
Registration Number:	3178959	THE BOOT
Registration Number:	1199560	TRI-PLI
Registration Number:	1196816	VAPORSTOP
Registration Number:	3429129	WEATHER TEX
Registration Number:	3238303	WEATHERSMART
Serial Number:	87586249	FORTIBOARD

**CORRESPONDENCE DATA**

**Fax Number:** 2127514864

*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:** 212-906-1216

**Email:** angela.amaru@lw.com

**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru

**Address Line 1:** 885 Third Avenue

**Address Line 4:** NEW YORK, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 045777-0054

**NAME OF SUBMITTER:** Angela M. Amaru

**SIGNATURE:** /S/ Angela M. Amaru

**DATE SIGNED:** 03/19/2018

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT****(Trademarks and Trademark Licenses)**

TRADEMARK SECURITY AGREEMENT, dated as of March 16, 2018, between FORTIFIBER, LLC, a California limited liability company (the “Grantor”), and ROYAL BANK OF CANADA, as collateral agent (together with its successors and assigns, the “Collateral Agent”).

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Henry Holdings, Inc., a Delaware corporation as borrower (the “Borrower”), ASP Henry Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), certain Subsidiaries of the Borrower party thereto from time to time, as Subsidiary Guarantors, the Lenders from time to time party thereto and Royal Bank of Canada, as administrative agent for the Lenders and Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Grantee”), are parties to that certain Credit Agreement, dated as of October 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of October 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the other Grantors party thereto and the Grantee, and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in and a continuing lien on the Collateral of the Grantor, including all right, title and interest of the Grantor in, to and under all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, and all other source or business identifiers, and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, whether registered or not, the goodwill of the business symbolized by or associated with any of the foregoing, all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all renewals of any of the foregoing (“Trademarks”); and

WHEREAS, capitalized terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, the Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in and a continuing lien on all of the Grantor’s right, title and interest in, to and under 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 acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto;

(iii) all rights priorities and privileges with respect thereto; and

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto;

provided, that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (including any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use Trademark application, or any registration issuing therefrom, under applicable federal law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

FORTIFIBER, LLC

By:   
Name: Jason D. Peel  
Title: Chief Financial Officer

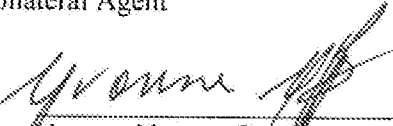
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006294 FRAME: 0437**

Acknowledged:

ROYAL BANK OF CANADA,  
as Collateral Agent

By:



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Name: Yvonne Brazier

Title: Manager, Agency Services

**Schedule 1  
to Trademark Security Agreement**

**FORTIFIBER, LLC**

**TRADEMARKS**

<b>Jurisdiction</b>	<b>Date of Application</b>	<b>Date of Issue</b>	<b>Application Serial Number</b>	<b>Issued Trademark Number</b>	<b>Title</b>
U.S.	5/5/58	04/07/59	72051005	676,718	"AQUABAR"
U.S.	4/1/05	10/03/06	76634863	3,150,369	"BUILDERS SHIM STOCK"
U.S.	9/22/03	09/07/04	76546378	2,881,150	"E-Z SEAL" - Non-Metal Seals
U.S.	9/2/97	01/05/99	75350632	2,216,781	"E-Z SEAL" - Reinforced Poly-Coated Paper Laminated
U.S.	1/28/80	12/29/81	73247824	1,183,727	"FIBREEN"
U.S.	3/8/90	11/20/90	74036075	1,623,683	"FOAM TEX"
U.S.	2/8/2008	09/15/09	77392084	3,683,882	FORESIGHT'
U.S.	3/19/08	09/22/09	76687871	3,686,423	"FORESIGHT PROTECTING YOUR WORLD"
U.S.	2/18/04	01/10/06	76575962	3,039,094	"FORTIFIBER BUILDING SYSTEMS GROUP"
U.S.	10/29/02	05/11/04	76462717	2,839,612	"FORTIFIBER" - Block Letters,
U.S.	11/27/00	05/07/02	76171241	2,568,416	"FORTIFLASH 40"
U.S.	6/2/99	02/24/02	75719321	2,622,665	"FORTIFLASH"
U.S.	1/6/12	08/21/12	85510073	4,194,184	"FORTIFLEX"
U.S.	12/9/13	09/09/14	86138452	4,600,337	"FORTISEAL"
U.S.	12/14/04	03/28/06	78532407	3,074,772	"FORTISHIELD 10 YEAR WARRANTY & Design
U.S.	12/06/16	12/5/2017	87258656	5,348,950	"FORTISHIELD 15 YEAR WARRANTY & Design
U.S.	4/12/05	09/26/06	76635988	3,147,274	"HWD-15"
U.S.	9/23/98	01/18/00	75557081	2,308,895	"JUMBO TEX"
U.S.	7/22/98	05/09/00	75523211	2,348,151	"MH-15"
U.S.	12/11/13	02/10/15	86141023	4,685,779	"L7 FLASHING"
U.S.	6/13/05	07/04/06	76640747	3,113,218	"MOISTOP CORNER SHIELD"
U.S.	12/29/03	09/13/05	76567647	2,993,732	"MOISTOP NEXT"
U.S.	7/2/04	08/30/05	76600643	2,988,790	"MOISTOP PF"
U.S.	5/10/02	10/07/03	76405815	2,772,487	"MOISTOP ULTRA"
U.S.	2/27/56	06/04/57	72003337	646,318	"MOISTOP"
U.S.	10/27/16	3/6/18	87217308	5,415,455	"MOISTOP"
U.S.	9/29/98	02/15/00	75561008	2,318,422	"ORANGE LABEL SISALKRAFT"
U.S.	2/8/07	02/05/08	76672428	3,376,784	"PLYDRY"



Jurisdiction	Date of Application	Date of Issue	Application Serial Number	Issued Trademark Number	Title
U.S.	4/12/05	04/03/07	76635646	3,223,624	"PROTECTING YOUR WORLD FROM THE ELEMENTS"
U.S.	6/16/59	01/19/60	72075827	691,806	"PYRO-KURE"
U.S.	9/23/98	11/23/99	75557080	2,294,413	"SCRIBE RITE"
U.S.	9/17/58	06/16/59	72058985	680,471	"SEEKURE"
U.S.	7/14/86	05/03/88	73609308	1,486,918	"SISALKRAFT"
U.S.	4/1/05	12/05/06	76634774	3,178,959	"THE BOOT"
U.S.	1/28/80	06/29/82	73247823	1,199,560	"TRI-PLI"
U.S.	1/28/80	06/01/82	73247825	1,196,816	"VAPORSTOP"
U.S.	7/3/07	05/20/08	76679066	3,429,129	"WEATHER TEX"
U.S.	8/3/05	05/01/07	78684289	3,238,303	"WEATHERSMART"
U.S.	8/28/17		87586249		"FORTIBOARD"

#### Domain Names

1. www.cspfoundation.org
2. www.e-zseal.com
3. www.fortifiber.com
4. www.fortifiber.info<sup>1</sup>
5. www.fortifiber.net
6. www.fortifiber.org
7. www.fortiflash.com
8. www.fortwrap.com
9. www.jumbotex.com
10. www.l7flashing.com
11. www.sisalkraft.com

#### TRADEMARK LICENSES

None

<sup>1</sup> **Note to Seller:** This domain name is privately listed. Please provide evidence of Company ownership.