

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471924

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HARRISON GYPSUM, LLC		04/27/2018	Limited Liability Company: OKLAHOMA
HARRISON GYPSUM HOLDINGS, LLC		04/27/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	74055957	A C G	
Serial Number:	74055959	VALU-FIL	
Serial Number:	76575413	ACCUCRETE	
Serial Number:	76640122	ACCURADIANT	
Serial Number:	76592023	ACCUQUIET	
Serial Number:	76596042	ALLIED CUSTOM GYPSUM PLASTERWORKS	
Serial Number:	76640121	ACCULEVEL	
Serial Number:	78726389	DYNAPLAST	
Serial Number:	77084527	ALLIED CUSTOM GYPSUM	
Serial Number:	87296810	SUCRA-MIN	
Serial Number:	76565508	CAL CM PLUS CONCENTRATED MINERALS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		

CH \$290.00 74055957

Correspondent Name: Raza Siddiqui
Address Line 1: 300 N. Lasalle
Address Line 2: Kikrland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 11805-89

NAME OF SUBMITTER: Raza Siddiqui

SIGNATURE: /razasiddiqui/

DATE SIGNED: 04/30/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2018, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, a Delaware limited liability company (“*Cortland*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, HARRISON GYPSUM, LLC, an Oklahoma limited liability company (the “*Borrower*”), HARRISON GYPSUM HOLDINGS, LLC, a Delaware limited liability company (“*Parent*”), any Subsidiaries of Parent that are Guarantors or become Guarantors pursuant to Section 8.10 of the Credit Agreement (including Parent, the “*Guarantors*”, and, together with Borrower, the “*Credit Parties*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”), the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), and KKR Credit Advisors (US), LLC, as structuring advisor (the “*Structuring Advisor*”), have entered into a Credit Agreement, dated as of April 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of April 27, 2018 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

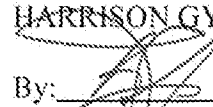
Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (.pdf) shall be valid and binding to the same extent as an original signature page. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party who requests it.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without reference to conflicts of law provisions (other than Section 5-1401 of the New York General Obligations Law). In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, each 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.

HARRISON GYPSUM, LLC, as Grantor

By:  _____

Name: Robert Monaghan

Title: Vice President, Chief Financial
Officer and Treasurer

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006323 FRAME: 0405

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Trademark	Serial Number	Registration Number (Registration Date)
ACG Logo	74/055,957	1,686,974 05/12/1992
Value-Fil Logo	74/055,959	1,642,516 04/30/1991
ACCUCRETE	76/575,413	3,066,404 03/07/2006
ACCURADIANT	76/640,122	3,089,336 05/09/2006
ACCUQUIET	76/592,023	3,240,214 05/08/2007
ALLIED CUSTOM GYPSUM PLASTERWORKS	76/596,042	3,496,305 09/02/2008
ACCULEVEL	76/640,121	3,643,915 06/23/2009
DYNAPLAST	78/726,389	3,295,162 09/18/2007
ALLIED CUSTOM GYPSUM	77/084,527	3,421,320 05/06/2008
SUCRA MIN	87/296810	5,313,631
Cal CM Plus Logo	76565508	3002388 09/27/2005

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.