

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coast Plating Holdings, Inc. c/o Coast Plating Inc., as Borrower Agent		08/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent and a Lender		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4923301	VALENCE SURFACE TECHNOLOGIES	
Registration Number:	4923300	VALENCE	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	2165867021		
Email:	dpuljic@jonesday.com		
Correspondent Name:	DANIEL PULJIC / JONES DAY		
Address Line 1:	901 Lakeside Avenue, NORTH POINT		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	108344-600028		
NAME OF SUBMITTER:	DANIEL PULJIC		
SIGNATURE:	/Daniel Puljic/		
DATE SIGNED:	08/23/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of August 22, 2018, by Coast Plating Holdings, Inc., a Delaware corporation (the “Grantor”) in favor of Madison Capital Funding LLC, in its capacity as agent (“Agent”) for the Lenders (as defined in the Credit Agreement referenced below). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Guarantee and Collateral Agreement (defined below).

W I T N E S S E T H

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, Agent and the Lenders, the Lenders have agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of June 13, 2014 (as amended by Amendment No. 3, Waiver and Consent to Credit Agreement and Amendment No. 1 to Guarantee and Collateral Agreement, dated May 18, 2016 and as otherwise amended, restated, amended and restated, supplemented or modified from time to time, the “Guarantee and Collateral Agreement”), by and among the Borrowers and the Guarantors party thereto from time to time and Agent, the Grantor granted to Agent and (to the extent provided in the Guarantee and Collateral Agreement or in the Credit Agreement) their Affiliates, a continuing security interest in, among other Collateral, certain Trademarks of Grantor and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and any other appropriate governmental authority.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Agent is expressly subject to the terms and conditions thereof. 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 of Security Interest. Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders and (to the extent provided in the Guarantee and Collateral Agreement or in the Credit Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule A hereto (collectively, the “Trademark Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property including, without limitation, “intent to use”

trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the USPTO; provided, however, that upon such filing and acceptance by the USPTO, such "intent to use" trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

3. Termination. Upon the termination of the Guarantee and Collateral Agreement or the termination or release of the Agent's security interest in any of the Trademark Collateral, the Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the pledge, assignment and grant of any security interest in all affected Trademark Collateral made pursuant to this Agreement.

4. Cumulative Remedies. All of the rights and remedies of Agent under any Loan Document shall be cumulative, may be exercised individually or concurrently and not exclusive of any other rights or remedies provided by any requirement of applicable law.

5. Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of Agent and its successors and assigns.

6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the state of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

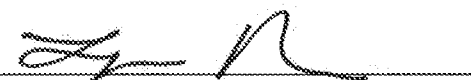
IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first above written.

COAST PLATING HOLDINGS, INC., a
Delaware corporation,
as Grantor

By: 
Name: Jamie Mitchell
Title: Chief Financial Officer and Secretary

AGREED AND ACCEPTED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Lynn Rehn
Title: Director

[Signature page to Trademark Security Agreement]

SCHEDULE A

Trademark Registrations and Applications

GRANTOR	COUNTRY	TRADEMARK	REGISTRATION No. / APPLICATION NO.	REGISTRATION DATE / FILING DATE
Coast Plating Holdings, Inc.	United States	VALENCE SURFACE TECHNOLOGIES	4923301	3/22/2016
Coast Plating Holdings, Inc.	United States	VALENCE	4923300	3/22/2016

Trademark Licenses

None.