

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOFFMASTER GROUP, INC.		09/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	20 KING STREET WEST		
Internal Address:	4TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5099092	AARDVARK THE ORIGINAL PAPER STRAW	
Registration Number:	5137396	AARDVARK	
Registration Number:	4786757	ECO-FLEX	
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>			
Email:	dlaker@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Danielle Laker		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	21790-001		
NAME OF SUBMITTER:	Danielle Laker		
SIGNATURE:	/Danielle Laker/		
DATE SIGNED:	09/18/2018		
Total Attachments: 7			
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SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of September 12, 2018 among HOFFMASTER GROUP, INC., a Delaware corporation (the "Grantor") and ROYAL BANK OF CANADA, as collateral agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of November 21, 2016, among Hoff Merger Sub Inc., a Delaware corporation (the "Initial Borrower"), Hoffmaster Group, Inc., a Delaware corporation (the "Successor Borrower" and, following the consummation of the Transactions, the "Borrower"), Hoffmaster Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders party thereto and Royal Bank of Canada, as administrative agent (in such capacity, the "Administrative Agent"), the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof and the other Loan Documents;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent that certain Second Lien Guarantee and Collateral Agreement dated as of November 21, 2016 (including all annexes, exhibits or schedules thereto; as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including those registrations and registration applications in the United States Patent and Trademark Office (or any successor office) referred to on Schedule I hereto, but excluding any "intent to use" trademark application 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 under applicable federal law (the “Trademarks”);

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such Trademarks.

Notwithstanding anything herein to the contrary, (i) it is the understanding of the parties that the Liens created pursuant to this Section 2 shall be subject and subordinate to the Liens granted to the First Lien Collateral Agent to secure the First Lien Secured Obligations pursuant to the First Lien Security Agreement and (ii) the Liens and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the rights and obligations of the parties hereunder, including without limitation the right to exercise any right or remedy of the Collateral Agent or the Secured Parties hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of a conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement with respect to the priority of the Liens and the Security Interest granted to the Collateral Agent pursuant to this Trademark Security Agreement or with respect to the exercise of any right or remedy by the Collateral Agent hereunder, the terms of the Intercreditor Agreement shall govern and control.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower and the Grantor or either of them, to the Collateral Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms 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 Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Guarantee and Collateral Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor’s obligations under this Section 5, the Grantor hereby authorizes the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature

hereto.

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

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The

words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

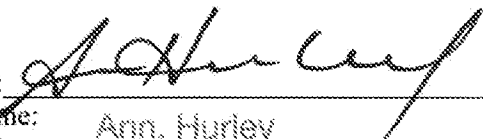
HOFFMASTER GROUP, INC.

By: *David Walkowski*
Name: *DAVID L. WALKOWSKI*
Title: *VICE PRESIDENT, CFO, TREASURER + SECRETARY*

[Signature page to Supplemental Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006440 FRAME: 0220

ROYAL BANK OF CANADA, as the Collateral
Agent

By: 
Name: Ann, Hurley
Title: Manager, Agency



[Signature page to Supplemental Second Lien Trademark Security Agreement]

TRADEMARK

REEL: 006440 FRAME: 0221

SCHEDULE I TO

TRADEMARK SECURITY AGREEMENT

Trademark	Country	Reg. No.	Reg. Date	Status
AARDVARK THE ORIGINAL PAPER STRAW 	United States	5099092	Dec. 13, 2016	Registered
AARDVARK 	United States	5137396	Feb. 7, 2017	Registered
ECO-FLEX	United States	4786757	Aug. 4, 2015	Registered