

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SI Group, Inc.		10/15/2018	Corporation: NEW YORK
Addivant USA, LLC		10/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3222078	ALBLEND	
Registration Number:	5233171	CERIFLOW	
Registration Number:	3100369	ELAZTOBOND	
Registration Number:	3036633	ETHANOX	
Registration Number:	3149469	ETHAPHOS	
Registration Number:	1191940	ISONOX	
Registration Number:	2986332	REZICURE	
Registration Number:	5191908	REZIFLOW	
Registration Number:	3139766	REZILITE	
Registration Number:	2157628	RIBETAK	
Registration Number:	3332061	SIG SI GROUP	
Registration Number:	3331923	SI GROUP	
Registration Number:	4985175	SI GROUP THE SUBSTANCE INSIDE	
Registration Number:	4985174	SI GROUP THE SUBSTANCE INSIDE	
Registration Number:	4061157	THE SUBSTANCE INSIDE	
Registration Number:	289955	HEPTEEN BASE	
Registration Number:	688940	FLEXZONE	
Registration Number:	779286	OCTAMINE	
TRADEMARK			

OP \$1115.00 3222078

Property Type	Number	Word Mark
Registration Number:	779288	AMINOX
Registration Number:	798999	FLEXAMINE
Registration Number:	822207	NAUGARD
Registration Number:	1417977	ULTRANOX
Registration Number:	1428905	LOWINOX
Registration Number:	2069836	DURAZONE
Registration Number:	3257388	ANOX
Registration Number:	2916321	POLYWET
Registration Number:	4597824	ADDIVANT
Registration Number:	4792855	LOWILITE
Registration Number:	4887559	ADDIVANT
Registration Number:	5370612	WESTON 705 INSIDE
Registration Number:	5421888	NOVAZONE
Registration Number:	5479651	NAUGARD
Registration Number:	2617338	ALKANOX
Registration Number:	688941	NAUGAWHITE
Registration Number:	2630963	NDB
Registration Number:	2373004	OPEX
Registration Number:	1201658	POLYBOND
Registration Number:	869572	ROYALAC
Registration Number:	1558675	ROYALTUF
Registration Number:	1671531	SUNPROOF
Registration Number:	285004	TRIMENE BASE
Registration Number:	2702620	WESTON
Serial Number:	86951956	REZIANCE
Serial Number:	87170513	RIVIFLOW

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4756

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1004173 TM IPSA

NAME OF SUBMITTER: Theresa Volano

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	10/18/2018
Total Attachments: 8 source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page3.tif source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page4.tif source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page5.tif source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page6.tif source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page7.tif source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page8.tif source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page9.tif source=#91381679v1 - (Mohawk - Trademark Security Agreement Filing)#page10.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A., as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, SI Group, Inc., a New York corporation, Addivant USA, LLC, a Delaware limited liability company and certain other Grantors are party to a Security Agreement, dated as of October 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among Polar US Borrower, LLC, a Delaware limited liability company, Polar Merger Sub, Inc., a New York corporation, Schenectady International Group, Inc., a New York corporation, each of the other Grantors party thereto, each of the Foreign Pledgors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As collateral security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the 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 (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or which such Grantor at any time in the future may own or acquire (collectively, the “**Trademark Collateral**” (which shall not include any Excluded Assets)):

- (i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill

connected with the use of and symbolized thereby, including any of the foregoing listed in Schedule A;

(ii) any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark, now or hereafter owned by any third party, and all rights of any Grantor under any such agreement; and

(iii) to the extent not otherwise included, all additions, improvements, Proceeds, products, accessions, rents, profits, renewals, extensions, rights to sue or otherwise recover for past, present and future infringements or other violations thereof of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely 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 or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM OR CONTROVERSY RELATING TO THE SUBJECT MATTER HEREOF, WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SI GROUP, INC.
ADDIVANT USA, LLC**



By: _____

Name: Patrick Weinberg

Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006459 FRAME: 0750**

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Craig Noble
Name: CRAIG NOBLE
Title: AUTHORIZED SIGNER

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
ALBLEND	United States	78/816,716	2/16/2006	3,222,078	3/27/2007	SI Group, Inc.
CERIFLOW	United States	86/691,918	7/14/2015	5,233,171	6/27/2017	SI Group, Inc.
ELAZTOBOND	United States	78/577,478	3/1/2005	3,100,369	6/6/2006	SI Group, Inc.
ETHANOX	United States	78/357,451	1/26/2004	3,036,633	12/27/2005	SI Group, Inc.
ETHAPHOS	United States	78/357,465	1/26/2004	3,149,469	9/26/2006	SI Group, Inc.
ISONOX	United States	73/231,405	9/14/1979	1,191,940	3/16/1982	SI Group, Inc.
REZICURE	United States	78/316,861	10/22/2003	2,986,332	8/16/2005	SI Group, Inc.
REZIFLOW	United States	86/691,916	7/14/2015	5,191,908	4/25/2017	SI Group, Inc.
REZILITE	United States	78/281,854	8/1/2003	3,139,766	9/5/2006	SI Group, Inc.
RIBETAK	United States	75/176,257	10/3/1996	2,157,628	5/12/1998	SI Group, Inc.
SIG SI Group (Logo)	United States	78/816,058	2/16/2006	3,332,061	11/6/2007	SI Group, Inc.
SI Group (Word)	United States	78/795,768	1/20/2006	3,331,923	11/6/2007	SI Group, Inc.
SI GROUP THE SUBSTANCE INSIDE (Color Design, New Corporate Logo)	United States	86/680,076	7/1/2015	4,985,175	6/21/2016	SI Group, Inc.
SI GROUP THE SUBSTANCE INSIDE (B&W Design, New Corporate Logo)	United States	86/680,075	7/1/2015	4,985,174	6/21/2016	SI Group, Inc.
The Substance Inside	United States	85/113,847	8/23/2010	4,061,157	11/22/2011	SI Group, Inc.
HEPTEEN BASE	United States	71/317,726	8/6/1931	0,289,955	12/15/1931	Addivant USA, LLC
FLEXZONE	United States	72/056,897	8/8/1958	0,688,940	12/1/1959	Addivant USA, LLC
OCTAMINE	United States	72/182,380	12/4/1963	0,779,286	11/3/1964	Addivant USA, LLC
AMINOX	United States	72/182,386	12/4/1963	0,779,288	11/3/1964	Addivant USA,

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner
						LLC
FLEXAMINE	United States	72/211,945	2/12/1965	0,798,999	11/23/1965	Addivant USA, LLC
NAUGARD	United States	72/243606	4/15/1966	0,822,207	1/17/1967	Addivant USA, LLC
ULTRANOX	United States	73/391,087	9/28/1982	1,417,977	11/25/1986	Addivant USA, LLC
LOWINOX	United States	73/518,788	1/23/1985	1,428,905	2/17/1987	Addivant USA, LLC
DURAZONE	United States	75/138,268	7/10/1996	2,069,836	6/10/1997	Addivant USA, LLC
ANOX	United States	76/223,633	3/9/2001	3,257,388	7/3/2007	Addivant USA, LLC
POLYWET	United States	78/322,486	11/3/2003	2,916,321	1/4/2005	Addivant USA, LLC
ADDIVANT	United States	85/758,801	10/19/2012	4,597,824	9/2/2014	Addivant USA, LLC
LOWILITE	United States	86/195,536	2/17/2014	4,792,855	8/18/2015	Addivant USA, LLC
ADDIVANT logo	United States	86/227,144	3/20/2014	4,887,559	1/19/2016	Addivant USA, LLC
WESTON 705 INSIDE	United States	86/846,201	12/11/2015	5,370,612	1/2/2018	Addivant USA, LLC
NOVAZONE	United States	87/427,118	4/26/2017	5,421,888	3/13/2018	Addivant USA, LLC
NAUGARD	United States	87/613,535	9/19/2017	5,479,651	5/29/2018	Addivant USA, LLC
ALKANOX	United States	76226476	3/19/2001	2617338	9/10/2002	Addivant USA, LLC
LOWINOX	United States	1428905	1/23/1985	1428905	2/17/1987	Addivant USA, LLC
NAUGAWHITE	United States	72056898	8/8/1958	0688941	12/1/1959	Addivant USA, LLC
NDB	United States	76269741	6/11/2001	2630963	10/8/2002	Addivant USA, LLC
OPEX	United States	75817091	10/7/1999	2373004	8/1/2000	Addivant USA, LLC
POLYBOND	United States	73246296	1/16/1980	1201658	7/20/1982	Addivant USA, LLC
ROYALAC	United States	72283830	10/31/1967	0869572	5/20/1969	Addivant USA, LLC
ROYALTUF	United States	73773543	1/9/1989	1558675	10/3/1989	Addivant USA, LLC
SUNPROOF	United States	74142363	2/25/1991	1671531	1/14/1992	Addivant USA, LLC
TRIMENE BASE	United States	71309276	12/23/1930	0285004	7/14/1931	Addivant USA, LLC
WESTON	United States	78060496	4/26/2001	2702620	4/1/2003	Addivant USA, LLC

Trademark Applications

Mark	Country	App. No.	App. Date	Owner
REZIANCE	United States	86/951,956	3/24/2016	SI Group, Inc.
RIVIFLOW	United States	87/170,513	9/14/2016	SI Group, Inc.