

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492329

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HIS Company, Inc.		09/27/2018	Corporation: TEXAS
HISCO Acquisition Subsidiary I, Inc.		09/27/2018	Corporation: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	2100 Ross Avenue, Suite 1850
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75201
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	3317630	HISCO
Registration Number:	3317631	HISCO
Registration Number:	3317632	HISCO
Registration Number:	3317633	HISCO
Registration Number:	3398520	PRECISION CONVERTING
Registration Number:	3756289	DEFENSE MATERIALS GROUP
Registration Number:	3755752	DMG
Registration Number:	3678079	DEFENSE MATERIALS GROUP
Registration Number:	4116458	ADHESIVE MATERIALS GROUP
Registration Number:	4116463	ADHESIVE MATERIALS GROUP
Registration Number:	4331082	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Registration Number:	4331083	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Registration Number:	4331084	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Registration Number:	4331085	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Registration Number:	4652480	ALL-SPEC
Registration Number:	4655900	ALL = SPEC
Registration Number:	4767062	DADAS
Registration Number:	4767063	DADAS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4655904	SIERRA
Registration Number:	4655906	SIERRA
Registration Number:	4725575	LAB TECH
Registration Number:	4767099	LAB TECH

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

*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:** 617-523-2700

**Email:** susan.dinicola@hklaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	10/02/2018

**Total Attachments: 14**

source=Hisco IP Security Agreement#page1.tif  
source=Hisco IP Security Agreement#page2.tif  
source=Hisco IP Security Agreement#page3.tif  
source=Hisco IP Security Agreement#page4.tif  
source=Hisco IP Security Agreement#page5.tif  
source=Hisco IP Security Agreement#page6.tif  
source=Hisco IP Security Agreement#page7.tif  
source=Hisco IP Security Agreement#page8.tif  
source=Hisco IP Security Agreement#page9.tif  
source=Hisco IP Security Agreement#page10.tif  
source=Hisco IP Security Agreement#page11.tif  
source=Hisco IP Security Agreement#page12.tif  
source=Hisco IP Security Agreement#page13.tif  
source=Hisco IP Security Agreement#page14.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of September 27, 2018, is made by the Persons listed on the signature page hereof (individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of PNC Bank, National Association, as a lender and as Agent for the Lenders party from time to time to the Credit Agreement referred to below (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, HIS COMPANY, INC., a corporation organized under the laws of the State of Texas (“Hisco”), Hisco Acquisition Subsidiary I, Inc., a corporation organized under the laws of the State of Texas (“Hisco Acquisition”), HISCOCAN INC., a corporation incorporated and organized under the laws of the province of Ontario, Canada (“Hisco Canada”; and together with Hisco, Hisco Acquisition and each Person joined thereto as a borrower from time to time, collectively, the “Borrowers”, and each a “Borrower”), Hisco International, Inc., a limited liability company formed under the laws of the state of Delaware (“Hisco International”), HiscoMex, S.A. de C.V., a *Sociedad Anónima de Capital Variable* chartered under the laws of Mexico (“Hisco Mexico”; and together with Hisco International each other Person joined thereto as a guarantor from time to time, each a “Guarantor” and collectively, jointly and severally, the “Guarantors”), have entered into a Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, with Agent and the Lenders party thereto (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement and the Other Documents, each Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by any Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any State or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all

reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by any Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule C attached hereto whether or not any of Grantor’s Copyrights or Copyright registrations are not assignable.

(c) “Patents” shall mean one or all of the following now or hereafter owned by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor’s Patents or Patent registrations are not assignable.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by any Grantor or in which any Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor’s Trademarks or Trademark registrations are not assignable.

SECTION 2. **Grant of Security.** Each Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in all of such Grantor's right, title, and interest in and to the following (the "Collateral"), except, in each case, to the extent constituting Excluded Property:

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Each Grantor does

hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

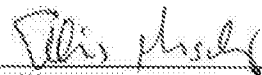
SECTION 7. **Governing Law**. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the state of New York without giving effect to the conflict of laws principles (other than section 5-1401 of the New York general obligations law).

*[Remainder of page intentionally left blank]*

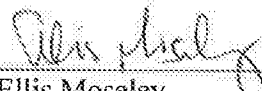
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**GRANTORS**

**HIS COMPANY, INC.,**  
a Texas corporation

By:   
Name: Ellis Moseley  
Title: Secretary, Senior Vice President, and  
Chief Financial Officer

**HISCO ACQUISITION SUBSIDIARY I,  
INC.,**  
a Texas corporation

By:   
Name: Ellis Moseley  
Title: Secretary, Senior Vice President, and  
Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

#60778984

**TRADEMARK**  
**REEL: 006460 FRAME: 0624**

**SCHEDULE A**


**PATENTS AND PATENT LICENSES**



US PATENT APPLICATIONS & US PATENTS						
Application No.	Filing Date:	Publication No.	Publication Date:	Patent No.	Issue Date:	Assignee/Applicant:
13/031741	02/22/2011	N/A	N/A	8511471	08/20/2013	His Company, Inc. (DBA Hisco, Inc.)
11/737590	04/19/2007	N/A	N/A	8308888	11/13/2012	His Company, Inc. (DBA Hisco, Inc.)
12/769301	04/28/2010	N/A	N/A	7878140	02/01/2011	His Company, Inc. (DBA Hisco, Inc.)



**SCHEDULE B**

**TRADEMARKS AND TRADEMARK LICENSES**

File No.	Serial No. Filing Date	Mark/Title	Application Type	Reg. No. Reg. Date	Assignment
1479.001	78/866,264 April 20, 2006	HISCO	SERVICE MARK; Class 035 for distributorship services and custom packaging services for others; Business management services, namely, managing logistics, inventory and product distribution for others.	3,317,630  October 23,2007	His Company, Inc. (DBA Hisco, Inc.)
1479.002	78/866,281 April 20,2006		SERVICE MARK; Class 035 for distributorship services and custom packaging services for others; Business management services, namely, managing logistics, inventory and product distribution for others.	3,317,631  October 23,2007	His Company, Inc. (DBA Hisco, Inc.)
1479.003	78/866,287 April 20,2006	HISCO	SERVICE MARK; Class 039 for warehousing services, storage services, and custom packaging services for others.	3,317,632  October 23,2007	His Company, Inc. (DBA Hisco, Inc.)



File No.	Serial No. Filing Date	Mark/Title	Application Type	Reg. No. Reg. Date	Assignment
1479.004	78/866,365 April 20,2006		SERVICE MARK; Class 039 for warehousing services, storage services, and custom packaging services for others.	3,317,633  October 23, 2007	His Company, Inc. (DBA Hisco, Inc.)
1479.005	78/866,368 April 20,2006	PRECISION CONVERTING	SERVICE MARK; Class 035 for custom packaging services to the design and specifications of others.  SERVICE MARK; Class 040 for custom fabrication services and custom packaging services for others.	3,398,520  March 18, 2008	His Company, Inc. (DBA Hisco, Inc.)
1479.013	77/596,810 October 06, 2008	DEFENSE MATERIALS GROUP	TRADEMARK; Class 001 for ballistic polymer products and bonding materials.	3,756,289  March 02,2010	His Company, Inc. (DBA Hisco, Inc.)
1479.014	77/602,054 October 28,2008		SERVICE MARK; Class 040 for manufacture of ballistic polymer products and bonding materials for others.	3,755,752  March 02, 2010	His Company, Inc. (DBA Hisco, Inc.)
1479.015	77/602,066 October 28,2008	DEFENSE MATERIALS GROUP	SERVICE MARK; Class 040 for manufacture of ballistic polymer products and bonding materials for others.	3,678,079  September 01,2009	His Company, Inc. (DBA Hisco, Inc.)
1479.028	85/341,907 June 09, 2011	ADHESIVE MATERIALS GROUP	SERVICE MARK; Class 040 for Custom manufacture of packaging to the design and specifications of others.	4,116,458  March 20,2011	

File No.	Serial No. Filing Date	Mark/Title	Application Type	Reg. No. Reg. Date	Assignment
1479.029	85/345,502  June 14, 2011	ADHESIVE MATERIALS GROUP	SERVICE MARK; Class 040 for Custom fabrication of films, foils, paper, adhesives and fabrics.	4,116,463  March 20,2011	His Company, Inc. (DBA Hisco, Inc.)
1479.030	85/694,072  August 02, 2012	NORTH AMERICA'S PREMIER DISTRIBUTION OF MISSION CRITICAL MATERIALS	TRADEMARK; Class 001 for Ballistic polymer products, namely, artificial resins in the nature of nylon resins, polymer resins used in the manufacture of resin or fiber composites, namely, aramids and polyethylene resins; bonding materials, namely, pressure sensitive adhesives for industrial use.	4,331,082  May 07,2013	His Company, Inc. (DBA Hisco, Inc.)

File No.	Serial No. Filing Date	Mark/Title	Application Type	Reg. No. Reg. Date	Assignment
1479.031	85/694,079 August 02, 2012	NORTH AMERICA'S PREMIER DISTRIBUTION OF MISSION CRITICAL MATERIALS	SERVICE MARK; Class 035 for Distributorship services for others in the electronics industry, electrical industry, and general industrial markets, not including those in the food service industry channel of trade and the landscape and irrigation industries channel of trade; business management services, namely, managing logistics, inventory, and product distribution for others, not including those in the food service industry channel of trade and the landscape and irrigation industries channel of trade.	4,331,083  May 07,2013	His Company, Inc. (DBA Hisco, Inc.)

File No.	Serial No. Filing Date	Mark/Title	Application Type	Reg. No. Reg. Date	Assignment
1497.032	85/694,081 August 02, 2012	NORTH AMERICA'S PREMIER DISTRIBUTION OF MISSION CRITICAL MATERIALS	SERVICE MARK; Class 039 for Warehousing services, storage services for others in the electronics industry, electrical industry, and general industrial markets, not including those in the food service industry channel of trade and the landscape and irrigation industries channel of trade; storage of chemicals and hazardous materials, and cold storage services, not including those in the food service industry channel of trade and the landscape and irrigation industries channel of trade.	4,331,084  May 07, 2013	His Company, Inc. (DBA Hisco, Inc.)
1497.033	85/694,083 August 02, 2012	NORTH AMERICA'S PREMIER DISTRIBUTION OF MISSION CRITICAL MATERIALS	SERVICE MARK; Class 040 for Custom fabrication of films, foils, paper, adhesives, and fabrics; the custom manufacture of packaging to the design and specifications of others; and the manufacture of ballistic polymer products and bonding materials for others.	4,331,085  May 07, 2013	His Company, Inc. (DBA Hisco, Inc.)

File No.	Serial No. Filing Date	Mark/Title	Application Type	Reg. No. Reg. Date	Assignment
1497.035	86/265,299 April 29,2014	ALL-SPEC	SERVICE MARK: Class 035 for On-line retail store services featuring products for electronic service, repair, and testing.	4,652,480  December 09, 2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)
1497.036	86/265,339 April 29,2014		SERVICE MARK: Class 035 for On-line retail store services featuring products for electronic service, repair, and testing.	4,655,900  December 16, 2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)
1497.037	86,265,445 April 29,2014	DADAS	TRADEMARK: Class 006 for solder tape, namely polyamide solder for use in soldering; Class 017 for plastic tape used to identify sensitive areas; masking tape; conductive tape for electromagnetic radiation shielding in electronic products	4,767,062  July 07, 2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)
1497.038	86/265,468 April 29,2014		TRADEMARK: Class 006 for solder tape, namely polyamide solder for use in soldering; Class 017 for plastic tape used to identify sensitive areas; masking tape; conductive tape for electromagnetic radiation shielding in electronic products	4,767,063  July 07, 2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)

File No.	Serial No. Filing Date	Mark/Title	Application Type	Reg. No. Reg. Date	Assignment
1497.039	86/265,484 April 29,2014	SIERRA	TRADEMARK: Class 009 for Electrostatic discharge control devices, namely, conductive pads and dissipative pads	4,655,904  December 16, 2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)
1497.040	86/265,507 April 29,2014		TRADEMARK: Class 009 for Electrostatic discharge control devices, namely, conductive pads and dissipative pads	4,655,906  December 16, 2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)
1497.041	86/265,529 April 29,2014	LAB TECH	TRADEMARK: Class 025 for lab coats.	4,725,575 April 21, 2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)
1497.042	86/271,616 May 05,2014		TRADEMARK: Class 025 for lab coats.	4,767,099 July 07, 2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation.)

**SCHEDULE C**

**COPYRIGHTS AND COPYRIGHT LICENSES**

**None.**