

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493817

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the conveying party, and the state in which the receiving party is registered previously recorded on Reel 006421 Frame 0507. Assignor(s) hereby confirms the Trademark Security Agreement.		
RESUBMIT DOCUMENT ID:	900464669		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coast Plating Holdings, Inc.		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: DELAWARE		
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:	10/15/2018		

Total Attachments: 11

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TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coast Plating Holdings, Inc. <i>aka Coast Plating Inc. as Donor Agent</i>		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 <i>Delaware</i>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4923301	VALENCE SURFACE TECHNOLOGIES	
Registration Number:	4923300	VALENCE	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
Phone:	2165867021		
Email:	dpuljic@jonesday.com		
<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>			
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:

08/23/2018

Total Attachments: 5

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RECEIPT INFORMATION

ETAS ID: TM487262
Receipt Date: 08/23/2018
Fee Amount: \$65



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 27, 2018

PTAS

DANIEL PULJIC / JONES DAY
901 LAKESIDE AVENUE, NORTH POINT
CLEVELAND, OH 44114

900463504

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/23/2018

REEL/FRAME: 6421/0507
NUMBER OF PAGES: 7

BRIEF: TRADEMARK SECURITY AGREEMENT

DOCKET NUMBER: 108344-600028

ASSIGNOR:

COAST PLATING HOLDINGS, INC. C/O
COAST PLATING INC., AS BORROWER
AGENT

DOC DATE: 08/22/2018
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

MADISON CAPITAL FUNDING LLC, AS
AGENT AND A LENDER
30 SOUTH WACKER DRIVE
SUITE 3700
CHICAGO, ILLINOIS 60606

CITIZENSHIP: UNITED STATES
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 86198165

REGISTRATION NUMBER: 4923300

MARK: VALENCE

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/19/2014

REGISTRATION DATE: 03/22/2016

SERIAL NUMBER: 86198176

REGISTRATION NUMBER: 4923301

MARK: VALENCE SURFACE TECHNOLOGIES

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/19/2014

REGISTRATION DATE: 03/22/2016

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 27, 2018

PTAS

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RECORDATION DATE: 08/23/2018

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DOCKET NUMBER: 108344-600028

ASSIGNOR:

COAST PLATING HOLDINGS, INC. ~~COAST PLATING INC.~~ AS BORROWER
AGENT

DOC DATE: 08/22/2018
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

MADISON CAPITAL FUNDING LLC, AS
AGENT AND A LENDER
30 SOUTH WACKER DRIVE
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CHICAGO, ILLINOIS 60606

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MARK: VALENCE SURFACE TECHNOLOGIES
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 02/19/2014
REGISTRATION DATE: 03/22/2016

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

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).

WITNESSETH

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.

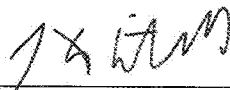
6. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the state of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

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

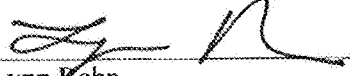
By: 
Name: Jamie Mitchell
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006467 FRAME: 0190

AGREED AND ACCEPTED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Lynn Kehn
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.