# CH \$65.00 5237

ETAS ID: TM498019

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LBP MANUFACTURING LLC		11/13/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ARES CAPITAL CORPORATION, AS AGENT C/O ARES MANAGEMENT
Street Address:	245 PARK AVE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	5237500		
Registration Number:	5346479	THERMOLITE	

### **CORRESPONDENCE DATA**

**Fax Number:** 3129021061

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:** 312-577-8208

Email: alana.hernandez@kattenlaw.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN MUCHIN

Address Line 1: 525 W MONROE STREET CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	TTER: ALANA HERNANDEZ	
SIGNATURE:	/ALANA HERNANDEZ/	
DATE SIGNED:	11/13/2018	

### **Total Attachments: 5**

source=Ares LBP Trademark Security Agreement#page1.tif source=Ares LBP Trademark Security Agreement#page2.tif source=Ares LBP Trademark Security Agreement#page3.tif

TRADEMARK
REEL: 006480 FRAME: 0753

900473914

source=Ares LBP Trademark Security Agreement#page4.tif source=Ares LBP Trademark Security Agreement#page5.tif

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2018, is made by LBP MANUFACTURING LLC, a Delaware limited liability company (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 10, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among LBP Intermediate Holdings LLC, a Delaware limited liability company (the "Borrower"), LBP IHC LLC, a Delaware limited liability company ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Ares as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement, dated as of July 10, 2015, in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which the Grantors have agreed to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (collectively, the "Trademark Collateral"):
- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

1

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.
- <u>Section 4.</u> <u>Counterparts.</u> This Trademark Security 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.
- <u>Section 5.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Section 6. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

LBP MANUFACTURING LLC, as Grantor

Name: Bill Weimer

Title: Chief Financial Officer and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED as of the date first above written:

ARES CAPITAL CORPORATION,

as Agent

Dy //

MARK AFFOLTER AUTHORIZED SIGNATORY

Its:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

## 1. REGISTERED TRADEMARKS

Trademark	Serial Number	Filing Date	Registration Number	Registration Date
Design Only	86566897	3/17/15	5237500	7/4/17
THERMOLITE	85734827	9/21/12	5346479	11/28/17

# 2. TRADEMARK APPLICATIONS

[Include Application Number and Date]

**RECORDED: 11/13/2018**