

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plaskolite South, LLC		12/14/2018	Limited Liability Company: OHIO
Plaskolite Tennessee, LLC		12/14/2018	Limited Liability Company: DELAWARE
Plaskolite, LLC		12/14/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	30 Hudson Street, 36th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Chartered Bank: NEW JERSEY

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1046365	ACRI-TUF
Registration Number:	2514201	CELESTIAL GRANITE
Registration Number:	3204649	DURALENS
Registration Number:	2150633	DURAPLEX
Registration Number:	1999556	FABBACK
Registration Number:	1046364	FROST-GLAZE
Registration Number:	1991233	GEMSTONE
Registration Number:	1901222	HYGARD
Registration Number:	2677333	KSH
Registration Number:	3087458	KSH-3E
Registration Number:	3667221	MUSTANG
Registration Number:	2470963	MYST
Registration Number:	1567147	OPTIX
Registration Number:	3711584	OPTIX
Registration Number:	2629260	OPTIX FROST

CH \$565.00 1046365

Property Type	Number	Word Mark
Registration Number:	1197269	PLASKOLITE
Registration Number:	3135702	PLASKOLITE
Registration Number:	1280655	TRIUMPH
Registration Number:	0715610	TUFFAK
Registration Number:	2759629	TUFGUARD
Registration Number:	1608254	UTRAN
Registration Number:	1550984	VIVAK

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Kristin Yohannan, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.96165
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	12/16/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of December 14, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantors granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security 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 Collateral 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

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral 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 now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that, the Trademark Collateral shall not include any Excluded Assets (such as 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 or any registration that issues therefrom under applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter 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 United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A

hereto, 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; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for any past, present and future infringements, dilutions, misappropriations or other violations thereof,

(iii) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(iv) all other rights, priorities and privileges corresponding to the foregoing throughout the world, and

SECTION 3. SECURITY AGREEMENT

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

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

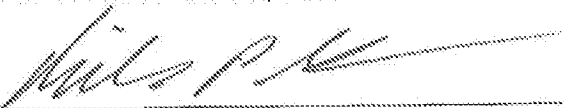
This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

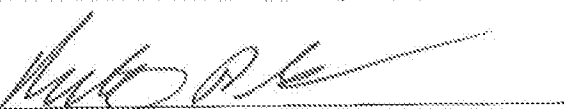
GRANTOR:

PLASKOLITE SOUTH, LLC

By: 

Name: Mitchell P. Grindley
Title: President and Chief Executive Officer

PLASKOLITE TENNESSEE, LLC

By: 

Name: Mitchell P. Grindley
Title: President and Chief Executive Officer

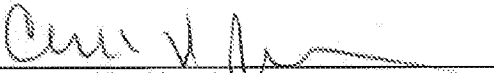
PLASKOLITE, LLC

By: 

Name: Mitchell P. Grindley
Title: President and Chief Executive Officer

GRANTEE:

GOLDMAN SACHS BANK USA

By: 
Name **C.D. JOHNSTON**
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country/State</u>	<u>App No./Reg. No.</u>	<u>App. Date/Reg. Date</u>	<u>Owner¹</u>	<u>Trademark</u>
US	1046365	17-Aug-1976	Plaskolite South, LLC	ACRI-TUF
US	2514201	04-Dec-2001	Plaskolite Tennessee LLC	CELESTIAL GRANITE
US	3204649	30-Jan-2007	Plaskolite, LLC	DURALENS
US	2150633	14-Apr-1998	Plaskolite, LLC	DURAPLEX
US	1999556	10-Sep-1996	Plaskolite, LLC	FABBACK
US	1046364	17-Aug-1976	Plaskolite South, LLC	FROST-GLAZE
US	1991233	06-Aug-1996	Plaskolite Tennessee LLC	GEMSTONE
US	1901222	20-Jun-1995	Plaskolite, LLC	HYGARD
US	2677333	21-Jan-2003	Plaskolite South, LLC	KSH
US	3087458	02-May-2006	Plaskolite South, LLC	KSH-3E
State of Ohio	RN188495	07-Jul-1994	Plaskolite Inc.	MIR-ACRYL, INC. (Trade Name)
US	3667221	11-Aug-2009	Plaskolite, LLC	MUSTANG
US	2470963	24-Jul-2001	Plaskolite Tennessee LLC	MYST
US	1567147	21-Nov-1989	Plaskolite, LLC	OPTIX
US	3711584	17-Nov-2009	Plaskolite, LLC	OPTIX
US	2629260	01-Oct-2002	Plaskolite, LLC	OPTIX FROST
US	1197269	08-Jun-1982	Plaskolite LLC	PLASKOLITE

¹ Ownership will need to be updated with the USPTO (or proper government authority) to the beneficial owner

<u>Country/State</u>	<u>App No./Reg. No.</u>	<u>App. Date/Reg. Date</u>	<u>Owner</u>	<u>Trademark</u>
US	3135702	29-Aug-2006	Plaskolite, LLC	PLASKOLITE
US	1280655	05-Jun-1984	Plaskolite South, LLC	TRIUMPH
US	715610	23-May-1961	Plaskolite, LLC	TUFFAK
US	2759629	02-Sep-2003	Plaskolite Tennessee LLC	TUFGUARD
US	1608254	31-Jul-1990	Plaskolite Tennessee LLC	UTRAN
US	1550984	08-Aug-1989	Plaskolite LLC	VIVAK