

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Roller Company, LLC		02/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S. Wacker Drive, Suite 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5601838	ARCOTEQ	
Registration Number:	5156212	DURASHELL	
Registration Number:	5011749	ST. LOUIS METALLIZING	
Registration Number:	4589813	ARCOMAX	
Registration Number:	1958040	PLASMA COATINGS	
Registration Number:	1995251	ESCORT	
Registration Number:	1881873	THERMALON	
Registration Number:	1842698	TUFEX	
Registration Number:	1789138	VALCOM	
Registration Number:	1686058	PELLEX	
Registration Number:	1468003	ULTRA DAMP	
Registration Number:	1041161	VINYLAR	
Registration Number:	1623296	F. R. GROSS	
Registration Number:	1514358	PEGASUS	
Registration Number:	1250167	ARCOTRON	
Registration Number:	1132085	ARCOSTAT	
Registration Number:	1116311	ARCOSTRETCHER	
Registration Number:	1065190	ARCOLON	
Registration Number:	1065188	ARCO-FLEX	
TRADEMARK			

OP \$565.00 5601838

Property Type	Number	Word Mark
Registration Number:	0805925	ARCOTHANE
Registration Number:	0794762	A
Registration Number:	3288210	EQUATHERM

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbleskin@schiffhardin.com

Correspondent Name: Jennifer Bleskin

Address Line 1: 233 S. Wacker Drive, Suite 7100

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	02/07/2019

Total Attachments: 7

- source=Trademark Security Agreement#page1.tif
- source=Trademark Security Agreement#page2.tif
- source=Trademark Security Agreement#page3.tif
- source=Trademark Security Agreement#page4.tif
- source=Trademark Security Agreement#page5.tif
- source=Trademark Security Agreement#page6.tif
- source=Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 7, 2019, is made by American Roller Company, LLC, a Delaware limited liability company (the "Company"), in favor of TCF National Bank ("Lender").

RECITALS

WHEREAS, the Company, the other Obligors party thereto and Lender are parties to a Credit Agreement dated as of February 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which Lender has agreed to make certain loans and other extensions of credit to Borrower;

WHEREAS, the Company, the other Obligors party thereto and Lender are parties to a Security Agreement dated as of February 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to Lender a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by the Company and the other Obligors under the Credit Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of

such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

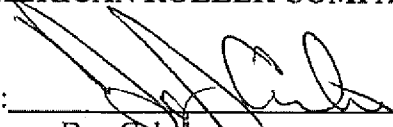
This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is subject to limitations set forth therein, including, without limitation, that no security interest shall be granted by the Company in any Excluded Property. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of the Company and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERICAN ROLLER COMPANY, LLC

By: 
Name: Dan Cahalane
Title: Chief Executive Officer

Acknowledged and agreed to:

TCF NATIONAL BANK

By: _____
Name: KC Beuker
Title: Senior Vice President

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AMERICAN ROLLER COMPANY, LLC

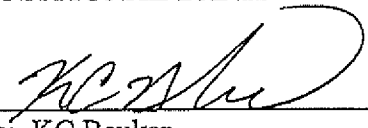
By: _____

Name: Dan Cahalane

Title: Chief Executive Officer

Acknowledged and agreed to:

TCF NATIONAL BANK

By:  _____

Name: KC Beuker

Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

(i) Owned

<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Trademark</u>	<u>Registration Date</u>
American Roller Company, LLC	87120074	5601838	Arcoteq	November 6, 2018
American Roller Company, LLC	87163583	5156212	Durashell	March 7, 2017
American Roller Company, LLC	86823386	5011749	St. Louis Metallizing	August 2, 2016
American Roller Company, LLC	85941798	4589813	Arcomax	August 19, 2014
American Roller Company, LLC	74661824	1958040	Plasma Coatings	February 20, 1996
American Roller Company, LLC	74707040	1995251	Escort	August 20, 1996
American Roller Company, LLC	74513439	1881873	Thermalon	March 7, 1995
American Roller	74442436	1842698	Tufex	July 5, 1994

<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Trademark</u>	<u>Registration Date</u>
Company, LLC				
American Roller Company, LLC	74346977	1789138	Valcom	August 24, 1993
American Roller Company, LLC	74165743	1686058	Pellex	May 12, 1992
American Roller Company, LLC	73645681	1468003	Ultra Damp	December 8, 1987
American Roller Company, LLC	73037034	1041161	Vinylar	June 15, 1976
American Roller Company, LLC	73818711	1623296	F. R. Gross	November 20, 1990
American Roller Company, LLC	73730741	1514358	Pegasus	November 29, 1988
American Roller Company, LLC	73363850	1250167	Arcotron	September 6, 1983
American Roller Company, LLC	73191467	1132085	Arcostat	April 1, 1980

<u>Owner</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Trademark</u>	<u>Registration Date</u>
American Roller Company, LLC	73177847	1116311	Arcostretcher	April 10, 1979
American Roller Company, LLC	73095702	1065190	Arcolon	May 10, 1977
American Roller Company, LLC	73095700	1065188	Arco-flex	May 10, 1977
American Roller Company, LLC	72196335	0805925	Arcothane	March 22, 1966
American Roller Company, LLC	72202977	0794762	A	August 24, 1965
American Roller Company, LLC	78954979	3288210	EQUATHERM	September 4, 2007

(ii) Licensed:

Trademark/Copyright License Agreement, dated July 1, 2018, between The Chemours Company FC, LLC and American Roller Company, LLC dba Plasma Coatings.