

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509341

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Roller Company, LLC		02/07/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ironwood Mezzanine Fund IV LP, as Collateral Agent		
<b>Street Address:</b>	45 Nod Rd., Suite 2		
<b>Internal Address:</b>	Attn: James Barra		
<b>City:</b>	Avon		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06001-3819		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87120074	ARCOTEQ	
<b>Serial Number:</b>	87163583	DURASHELL	
<b>Serial Number:</b>	86823386	ST. LOUIS METALLIZING	
<b>Serial Number:</b>	85941798	ARCOMAX	
<b>Serial Number:</b>	74661824	PLASMA COATINGS	
<b>Serial Number:</b>	74707040	ESCORT	
<b>Serial Number:</b>	74513439	THERMALON	
<b>Serial Number:</b>	74442436	TUFEX	
<b>Serial Number:</b>	74346977	VALCOM	
<b>Serial Number:</b>	74165743	PELLEX	
<b>Serial Number:</b>	73645681	ULTRA DAMP	
<b>Serial Number:</b>	73037034	VINYLAR	
<b>Serial Number:</b>	73818711	F. R. GROSS	
<b>Serial Number:</b>	73730741	PEGASUS	
<b>Serial Number:</b>	73363850	ARCOTRON	
<b>Serial Number:</b>	73191467	ARCOSTAT	
<b>Serial Number:</b>	73177847	ARCOSTRETCHER	
<b>Serial Number:</b>	73095702	ARCOLON	
<b>TRADEMARK</b>			

CH \$565.00 87120074

Property Type	Number	Word Mark
Serial Number:	73095700	ARCO-FLEX
Serial Number:	72196335	ARCOTHANE
Serial Number:	72202977	A
Serial Number:	78954979	EQUATHERM

**CORRESPONDENCE DATA**

**Fax Number:** 888-325-91

*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:** 617-239-0567

**Email:** carla.hines@lockelord.com

**Correspondent Name:** Carla Hines

**Address Line 1:** 111 Huntington Avenue

**Address Line 2:** Locke Lord LLP

**Address Line 4:** Boston, MASSACHUSETTS 02199

**ATTORNEY DOCKET NUMBER:** 1568615.00011

**NAME OF SUBMITTER:** Carla Hines

**SIGNATURE:** /s/ Carla Hines

**DATE SIGNED:** 02/08/2019

**Total Attachments: 8**

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**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIENS AND SECURITY INTERESTS HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY THE PURCHASERS AND COLLATERAL AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT, DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG AMERICAN ROLLER COMPANY, LLC, ARC INTERCO HOLDINGS, INC., AND AMERICAN ROLLER HOLDINGS, LLC, AS OBLIGORS, TCF NATIONAL BANK, AS SENIOR LENDER, IRONWOOD MEZZANINE FUND IV LP, AS SUBORDINATED AGENT, AND IRONWOOD MEZZANINE FUND IV LP, IRONWOOD MEZZANINE FUND IV-A LP, AND IRONWOOD MEZZANINE FUND IV-B LP, AS SUBORDINATED LENDERS. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

**SENIOR SUBORDINATED  
TRADEMARK SECURITY AGREEMENT**

THIS SENIOR SUBORDINATED 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 Ironwood Mezzanine Fund IV LP, a Delaware limited partnership, as collateral agent for the Purchasers party to the Note Purchase Agreement referenced below (in such capacity, the “**Collateral Agent**”).

**RECITALS**

WHEREAS, the Company, the other Obligors party thereto, the Purchasers party thereto, and Collateral Agent are parties to a Senior Subordinated Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”; terms defined in the Note Purchase Agreement which are used herein shall have the same meanings as are set forth in the Note Purchase Agreement for such terms unless otherwise defined herein), pursuant to which the Purchasers have agreed to make certain loans and other extensions of credit to Borrower;

WHEREAS, the Company, the other Obligors party thereto and the Collateral Agent are parties to a Senior Subordinated Security Agreement dated as of the date hereof (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 Collateral Agent, for the benefit of the Purchasers, 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 Obligor under the Note Purchase Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Company hereby grants to Collateral Agent, for the benefit of the Purchasers, 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**");

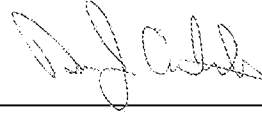
This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement and is subject to limitations set forth therein, including, without limitation, that no security interest shall be granted by the Company in any Excluded Property. 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 Collateral Agent hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase 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 Senior Subordinated 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: \_\_\_\_\_

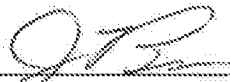
Name: Dan Cahalane

Title: Chief Executive Officer

Acknowledged and agreed to:

**IRONWOOD MEZZANINE FUND IV LP,**  
as Collateral Agent

By: Ironwood Mezzanine Management IV LLC, its general partner

By:   
Name: James R. Barra  
Title: Member

SCHEDULE 1  
to  
SENIOR SUBORDINATED 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.