

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511987

<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>
Paxxus, Inc.		02/27/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	190 South LaSalle Street, 9th Floor		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2448412	ALLEGRO	
<b>Registration Number:</b>	1645965	CLEARFOIL	
<b>Registration Number:</b>	2942316	FORTE	
<b>Registration Number:</b>	3616406	OVERTURE	
<b>Registration Number:</b>	2372196	PROPASEAL	
<b>Registration Number:</b>	2220240	PROPASEAL	
<b>Registration Number:</b>	2173148	PROPAPPEEL	
<b>Registration Number:</b>	2175146	ROLLPRINT	
<b>Registration Number:</b>	3986464	STREAMONE	
<b>Registration Number:</b>	4485414	STREAMTWO	
<b>Registration Number:</b>	4218175	TRIAD	
<b>Serial Number:</b>	88151695	PAXXUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3122076400		
<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>			
<b>Phone:</b>	312-207-1000		
<b>Email:</b>	ipdocket-chi@reedsmith.com		
<b>Correspondent Name:</b>	Joel Schaider		
<b>Address Line 1:</b>	10 South Wacker Drive		

TRADEMARK

**Address Line 4:** Chicago, ILLINOIS 60606

**NAME OF SUBMITTER:** JOEL SCHAIDER

**SIGNATURE:** /JOEL SCHAIDER/

**DATE SIGNED:** 02/27/2019

**Total Attachments: 5**

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## GRANT OF SECURITY INTEREST IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of February 27, 2019, is made by and between **PAXXUS, INC.**, an Illinois corporation ("Grantor") in favor of **U.S. BANK NATIONAL ASSOCIATION** (the "Lender").

WHEREAS, Grantor, other borrower parties thereto and the Lender have entered into a Credit Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Credit Agreement"), pursuant to which Lender has agreed, subject to the satisfaction of certain conditions precedent, to make loans and other financial accommodations available to the Grantor.

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Credit Agreement, Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Grant of Security Interest in Trademarks, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) all trademarks and trademark applications, including, the trademark registrations set forth on Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Grant of Security Interest in Trademarks upon request by the Lender.

3. Loan Documents. This Grant of Security Interest in Trademarks has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent

provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, and related security agreement, and nothing in this Grant of Security Interest in Trademarks shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Grant of Security Interest in Trademarks may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Grant of Security Interest in Trademarks by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Grant of Security Interest in Trademarks.

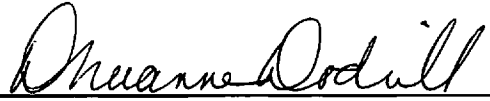
5. Successors and Assigns. This Grant of Security Interest in Trademarks will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Grant of Security Interest in Trademarks and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Grant of Security Interest in Trademarks and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Grant of Security Interest in Trademarks to be duly executed as of the date first above written.

**PAXXUS, INC.**, an Illinois corporation

By: 

Name: Dhuanne Dodrill

Title: Chairman, President and Chief Executive Officer

AGREED TO AND ACCEPTED:

**U.S. BANK NATIONAL ASSOCIATION**

By: Victoria D. Ehle  
Name: Victoria D. Ehle  
Title: Vice President

Signature page for Grant of Security Interest in Trademarks

**TRADEMARK**  
**REEL: 006576 FRAME: 0574**

**SCHEDULE 1**  
**TRADEMARKS**

<u>Mark</u>	<u>Registration No.</u>
ALLEGRO	2448412
CLEARFOIL	1645965
FORTE	2942316
OVERTURE	3616406
PROPASEAL	2372196 not used, will be abandoned
PROPASEAL	2220240
PROPAPEEL	2173148
ROLLPRINT	2175146
STREAMONE	3986464
STREAMTWO	4485414
TRIAD	4218175
PAXXUS	Ser. No. 88/151695- in process