

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUND SEAL, INC.		03/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as administrative agent		
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Serial Number:	78577515	CERAZORB	
Serial Number:	76586772	IMPACTA	
Serial Number:	86214203	PROCURVE	
Serial Number:	86214194	PROBASE	
Serial Number:	75686293	S SOUND SEAL	
Serial Number:	76419069	SOUND QUALITY	
Serial Number:	86270040	SOUND SEAL	
Serial Number:	86214224	VC300	
Serial Number:	86214238	WOODGRILL	
Serial Number:	76237449	WOODTRENDS	
Serial Number:	86614612	WOODGRILLE	
Serial Number:	78562451	INC	
Serial Number:	72457315	INC	
Serial Number:	88057873	CHROMA	
Serial Number:	88057872	ECHELON	
Serial Number:	86680378	ALUMALAG	
Serial Number:	72264465	IAC THE STANDARD OF SILENCE	
Serial Number:	72266158	POWER-FLOW	
Serial Number:	72266156	QUIET-FLOW	

CH \$815.00 78577515

Property Type	Number	Word Mark
Serial Number:	87900534	QUIET-DUCT
Serial Number:	72274208	NOISE-LOCK
Serial Number:	72138018	CONIC-FLOW
Serial Number:	74325616	MICRODYNE
Serial Number:	74285684	METADYNE
Serial Number:	72460054	TRACKWALL
Serial Number:	87533694	IAC ACOUSTICS
Serial Number:	87939108	IAC ACOUSTICS SENTRY
Serial Number:	73161131	NOISEMASTER
Serial Number:	76603975	NOISEMASTER
Serial Number:	72243956	SOUNDBLOX
Serial Number:	87824433	AMB
Serial Number:	87824452	AMB 2000

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.

Phone: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	19612055
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	03/15/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 15, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by SOUND SEAL, INC., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, as administrative agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement referred to below, and if not defined therein, the respective meanings given thereto in the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of March 15, 2019 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among SOUND SEAL GROUP, INC., a Delaware corporation as the initial borrower thereunder ("Initial Borrower"), whose rights and obligations as "Borrower" under the Loan Documents were assigned to and assumed by SOUND SEAL HOLDINGS, INC. ("SSH"), SSHI, as Borrower as of and immediately upon the consummation of the Related Transactions, the financial institutions party thereto from time to time ("Lenders"), and Madison Capital Funding LLC, as administrative agent ("Agent") for all Lenders;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of March 15, 2019 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement) among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto

owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as such Grantor begins to use such Trademarks and a statement or declaration of use has been accepted by the United States Patent and Trademark Office);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

For clarity, no security interest is pledged, assigned or granted in any Excluded Property.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Collateral 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 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 Grantor. At the request of Grantor following any such termination, the Agent shall promptly execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

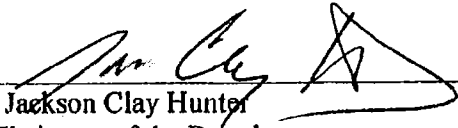
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SOUND SEAL, INC., as Grantor

By: _____

Name: Jackson Clay Hunter

Title: Chairman of the Board

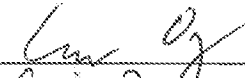
A handwritten signature in cursive script, appearing to read "Jackson Clay Hunter", is written over a horizontal line. To the right of the signature is a large, stylized, triangular mark.

[Signature Page to Trademark Security Agreement]

TRADEMARK
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ACKNOWLEDGED:



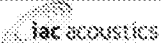
MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Craig Dugan
Title: Director

SCHEDULE 1
to
Trademark Security Agreement

Trademark and Service Mark Registrations and Applications Therefor

Owner	Mark	Application Number and Filing Date	Registration Number, Registration Date and Last Renewal Date
Sound Seal, Inc.	CERAZORB	78-577515 March 1, 2005	3,065,773 March 7, 2006 Renewed: March 11, 2016
Sound Seal, Inc.	IMPACTA	76-586772 April 5, 2004	3,121,217 July 25, 2006 Renewed: May 25, 2016
Sound Seal, Inc.	PROCURVE	86-214203 March 7, 2014	4,651,901 December 9, 2014
Sound Seal, Inc.	PROBASE	86-214194 March 7, 2014	4/651,900 December 9, 2014
Sound Seal, Inc.	S SOUND SEAL and Design 	75-686293 April 19, 1999	2,340,930 April 11, 2000 Renewed: April 14, 2010
Sound Seal, Inc.	SOUND QUALITY	76-419069 June 10, 2002	2,830,594 April 6, 2004 Renewed: April 18, 2014
Sound Seal, Inc.	SOUND SEAL	86-270040 May 2, 2014	4,706,941 March 24, 2015
Sound Seal, Inc.	VC300	86-214224 March 7, 2014	4,651,902 March 7, 2014
Sound Seal, Inc.	WOODGRILL	86-214238 March 7, 2014	4,611,590 September 23, 2014
Sound Seal, Inc.	WOODTRENDS	76-237449 April 10, 2001	2,786,997 November 25, 2003 Renewed: October 29, 2013
Sound Seal, Inc.	WOODGRILLE	86-614612 April 29, 2015	4,929,360 March 29, 2016
Sound Seal, Inc.	INC	78-562451 February 8, 2005	3,128,902 August 15, 2006 Renewed: March 31, 2017
Sound Seal, Inc.	INC	72-457315 May 14, 1973	1,011,795 May 27, 1975 Renewed: May 6, 2015
Sound Seal, Inc.	CHROMA	88-057873 July 30, 2018	n/a
Sound Seal, Inc.	ECHELON	88-057872 July 30, 2018	n/a
Sound Seal, Inc.	ALUMALAG	86-680378 July 1, 2015	5,037,683 September 6, 2016
Sound Seal, Inc.	SOUND SEAL (Canada)	1676884	TMA1007095

Owner	Mark	Application Number and Filing Date	Registration Number, Registration Date and Last Renewal Date
Sound Seal, Inc.	IAC THE STANDARD OF SILENCE and Design 	May 13, 2014 72-264465 December 27, 1966	October 18, 2018 845,481 March 5, 1968 Renewed: November 30, 2017
Sound Seal, Inc.	POWER-FLOW	72-266158 March 7, 1967	846,676 March 26, 1968 Renewed: March 3, 2018
Sound Seal, Inc.	QUIET-FLOW	72-266156 March 7, 1967	848,655 May 7, 1968 Renewed: May 9, 2018
Sound Seal, Inc.	QUIET-DUCT (Canada)	1927777 October 29, 2018	n/a
Sound Seal, Inc.	QUIET- DUCT	87-900534 April 30, 2018	5,617,375 November 27, 2018
Sound Seal, Inc.	NOISE-LOCK	72-274208 June 19, 1967	850880 June 18, 1968 Principal Register - Sec. 2(F) Renewed: May 9, 2018
Sound Seal, Inc.	CONIC-FLOW (Stylized) 	72-138018 February 15, 1962	743440 January 8, 1963 Renewed: January 8, 2013
Sound Seal, Inc.	MICRODYNE	74-325616 October 26, 1992	1780289 July 6, 1993 Renewed: July 6, 2013
Sound Seal, Inc.	METADYNE	74-285684 June 16, 1992	1811540 December 14, 1993 Renewed: December 14, 2013
Sound Seal, Inc.	TRACKWALL	72-460054 June 13, 1973	988234 July 16, 1974 Renewed: July 16, 2014
Sound Seal, Inc.		87-533694 July 19, 2017	5,588,787 October 23, 2018
Sound Seal, Inc.	 (Mexico)	1978172 (Mexico – 007) November 27, 2017	1,877,130 April 25, 2018
Sound Seal, Inc.	 (Mexico)	1978173 (Mexico – 019) November 27, 2017	n/a
Sound Seal, Inc.	 (Canada)	1,848,363 (Canada) July 19, 2017	n/a
Sound Seal, Inc.	IAC ACOUSTICS SENTRY	87-939108 May 29, 2018	n/a
Sound Seal, Inc.	NOISEMASTER	73-161131 March 6, 1978	1,101,496 September 5, 1978 Renewed: March 27, 2018
Sound Seal, Inc.	NOISEMASTER	76-603975 July 26, 2004	3,000,230 September 27, 2005

Owner	Mark	Application Number and Filing Date	Registration Number, Registration Date and Last Renewal Date
			Renewed: July 27, 2015
Sound Seal, Inc.	SOUNDBLOX	72-243956 April 21, 1966	824,742 February 28, 1967 Renewed: November 18, 2016
Sound Seal, Inc.	NOISEMASTER (Canada)	1235953 November 2, 2004	TMA700586 November 9, 2007
Sound Seal, Inc.	SOUNDBLOX (Canada)	0302213 January 24, 1967	TMA154208 November 17, 1967 Renewed: November 17, 2012
Sound Seal, Inc.	NOISEMASTER (Canada)	0640281 September 12, 1989	TMA380405 February 22, 1991 Renewed: February 22, 2006
Sound Seal, Inc.	AMB	87824433 March 7, 2018 Allowed	N/A
Sound Seal, Inc.	AMB 2000	87824452 March 7, 2018 Allowed	N/A
Sound Seal, Inc.	AMB (Canada)	1905932 June 22, 2018 Pending	N/A
Sound Seal, Inc.	AMB 2000 (Canada)	1905933 June 22, 2018 Pending	N/A

Material Unregistered Trademarks and Service Marks

The following, all of which are Owned Intellectual Property:
The following, all of which are Owned Intellectual Property:

- a. The trade names “INC”, “Industrial Noise Control”, “Industrial Acoustics Company, and “GT Exhaust”
- b. The following trademarks:
 - i. BafI-Sorb (for absorptive ceiling baffles)
 - ii. Fabri-Sorb (for decorative acoustical panels)
 - iii. PanI-Sorb (for metal acoustical panels)
 - iv. PanI-Wall (for modular acoustical metal panel systems and outdoor noise barrier systems)
 - v. Flexi-Sorb (for noise control curtain systems)
- c. The following logo:

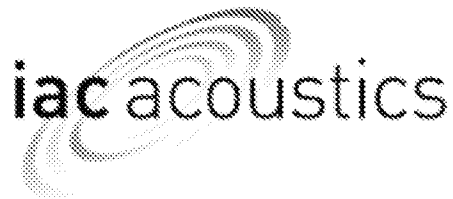


d. The following unregistered common law trademarks:

- i. ACCU-TONE
- ii. ACCU-TONE 2
- iii. ACFI
- iv. ACOUSTI-FLOTE
- v. ALL-CON QUIETLITE
- vi. APR
- vii. BIGH QUIETFLOW
- viii. CAM LIFT
- ix. CLEAN-FLOW
- x. CONTINULINE
- xi. D-DUCT
- xii. ELITE
- xiii. ENERGY-SAVER
- xiv. FIRE-NOISE-LOCK
- xv. GEMINI
- xvi. GREEN DUCT SILENCERS
- xvii. HARDLINER
- xviii. H-JOINER
- xix. LF-SILENCER
- xx. MAXI-BOOTH
- xxi. MINI-BOOTH
- xxii. MINI-MAX
- xxiii. 252-MINI BOOTH
- xxiv. 254 MINI-BOOTH
- xxv. MODULINE
- xxvi. MPR-MUSIC PRACTICE ROOM
- xxvii. NOISE-FOIL
- xxviii. NOISE-LOCK CEILING
- xxix. NOISE-LOCK WINDOW
- xxx. NOISE-WINDOW WALL
- xxxi. NOISHIELD
- xxxii. NOISHIELD BARRIER
- xxxiii. NOISHIELD LOUVER
- xxxiv. NOISHIELD PANEL
- xxxv. OASIS-ROOM
- xxxvi. PACKLESS SILENCERS
- xxxvii. SENTRY-SECURITY ROOM
- xxxviii. SLIM-SHIELD

- xxxix. SPASAVER
 - xl. STACK INSERT SILENCER
 - xli. SUPER-NOISE LOCK
 - xlii. TIMBRE
 - xliii. ULTRA-PALS
 - xliv. VARITONE
 - xlv. VISIONWALL
 - xlvi. MAKING THE WORLD A QUIETER PLACE
 - xlvii. IAC 4
 - xlviii. IAC
 - xlix. IAC-AMERICA
 - l. IAC ACOUSTICS

Logo:



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RECORDED: 03/18/2019

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