

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516173

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Norwesco, LLC		03/26/2019	Limited Liability Company: MINNESOTA
Snyder Industries, LLC		03/26/2019	Limited Liability Company: NEBRASKA

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as Collateral Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4108977	BUSHMAN
Registration Number:	3481152	BUSHMAN TANKS
Registration Number:	1828033	NORWESCO
Registration Number:	1828032	NW
Registration Number:	3663995	TRI-PORT
Registration Number:	3667092	TRI-PORT PLATE
Registration Number:	4987687	WATER FOR TOMORROW
Registration Number:	3610030	MONSTERCOMBO
Registration Number:	2373478	MEGATAINER
Registration Number:	1614904	RE-BOX
Registration Number:	4106868	SANI-BOX
Registration Number:	4106880	SANI-PALLET
Registration Number:	4366687	ARMOR BIN
Registration Number:	4385074	RHINO
Registration Number:	4535485	ARCTIC BIN
Registration Number:	1844970	STRATIS

OP \$815.00 4108977

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4818884	TRAY-LOK
Registration Number:	4827673	SPIDER TANK
Registration Number:	2022749	THE BONAR BOX
Registration Number:	5142925	SHIFT-LOK
Registration Number:	2044613	ULTRATAINER
Registration Number:	5233540	POLYYARD
Registration Number:	5233541	POLYYARD.COM
Registration Number:	5233539	PY
Registration Number:	3312344	BONAR PLASTICS
Registration Number:	3332635	MONSTERCOMBO
Registration Number:	3337156	POLAR MERCHANDISER
Registration Number:	5371481	MULTI ROLL STACKER
Registration Number:	2173353	DECK-LOK
Registration Number:	2288352	POLAR
Registration Number:	3751468	ROTONICS
Serial Number:	88183481	CAGEBUSTER

**CORRESPONDENCE DATA**

Fax Number: 8004947512

*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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: MELONY SOT

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1062944 TM 2L
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	03/27/2019

**Total Attachments: 6**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Antares Capital LP, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions contained in the First Lien/Second Lien Intercreditor Agreement dated as of March 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Antares Capital LP, as First Lien Collateral Agent, Antares Capital LP, as Second Lien Collateral Agent, the Borrower and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern. Notwithstanding anything herein to the contrary, prior to the discharge of the Obligations described in the First Lien Credit Agreement, the requirements of this Agreement to deliver Collateral and any certificates, instruments or documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the Collateral Agent shall be deemed satisfied by delivery of such Collateral and such certificates, instruments or documents in relation thereto to the First Lien Administrative Agent, as agent and bailee for the benefit of the Collateral Agent pursuant to the terms of the Intercreditor Agreement.

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 26, 2019, is made by Norwesco, LLC, a Minnesota limited liability company and Snyder Industries, LLC, a Nebraska limited liability company (each, a "Grantor", and collectively, the "Grantors"), in favor of Antares Capital LP, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of March 26, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tank Holding II LLC, a limited liability company organized under the laws of Delaware ("Holdings"), Tank Holdings II Merger Sub Corp., a corporation incorporated under the laws of Delaware, which entity will be merged with and into Tank Holding Corp., a corporation incorporated under the laws of Delaware (the "Borrower"), the several lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Second Lien Security Agreement, dated as of March 26, 2019 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right,

title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

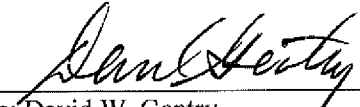
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Norwesco, LLC,  
as Grantor

By:   
Name: David W. Gentry  
Title: Chief Financial Officer

Snyder Industries, LLC,  
as Grantor

By:   
Name: David W. Gentry  
Title: Chief Financial Officer

ANTARES CAPITAL LP.  
as the Collateral Agent

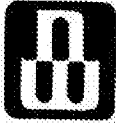
*Danielle Attaie*

By: \_\_\_\_\_

Name: Danielle Attaie  
Its Duly Authorized Signatory

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>
Norwesco, Inc.	BUSHMAN	U.S.	4,108,977
Norwesco, Inc.	BUSHMAN TANKS	U.S.	3,481,152
Norwesco, Inc.	NORWESCO	U.S.	1,828,033
Norwesco, Inc.	NW and Design 	U.S.	1,828,032
Norwesco, Inc.	TRI-PORT	U.S.	3,663,995
Norwesco, Inc.	TRI-PORT PLATE	U.S.	3,667,092
Norwesco, Inc.	WATER FOR TOMORROW	U.S.	4,987,687
Snyder Industries, Inc.	MONSTERCOMBO and Design	U.S.	3610030
Snyder Industries, Inc.	MEGATAINER	U.S.	2373478
Snyder Industries, Inc.	RE-BOX	U.S.	1614904
Snyder Industries, Inc.	SANI-BOX	U.S.	4106868
Snyder Industries, Inc.	SANI-PALLET	U.S.	4106880
Snyder Industries, Inc.	ARMOR BIN	U.S.	4366687
Snyder Industries, Inc.	RHINO	U.S.	4385074
Snyder Industries, Inc.	ARCTIC BIN	U.S.	4535485
Snyder Industries, Inc.	STRATIS	U.S.	1844970
Snyder Industries, Inc.	TRAY-LOK	U.S.	4818884
Snyder Industries, Inc.	SPIDER TANK	U.S.	4827673
Snyder Industries, Inc.	THE BONAR BOX	U.S.	2022749
Snyder Industries, Inc.	SHIFT-LOK	U.S.	5142925
Snyder	ULTRATAINER	U.S.	2044613

Owner	Trademark	Country	Registration Number
Industries, Inc.			
Snyder Industries, Inc.	PolyYard	U.S.	5233540
Snyder Industries, Inc.	PolyYard.com	U.S.	5233541
Snyder Industries, Inc.	PY (Design)	U.S.	5233539
Snyder Industries, Inc.	BONAR PLASTICS	U.S.	3312344
Snyder Industries, Inc.	MONSTERCOMBO	U.S.	3332635
Snyder Industries, Inc.	POLAR MERCHANDISER and Design	U.S.	3337156
Snyder Industries, Inc.	MULTI ROLL STACKER	U.S.	5371481
Snyder Industries, Inc.	DECK-LOK	U.S.	2173353
Snyder Industries, Inc.	POLAR	U.S.	2288352
Snyder Industries, Inc.	ROTONICS & Design	U.S.	3751468
Snyder Industries, Inc.	CAGEBUSTER	U.S.	88183481 (app. no.; intent to use)
Snyder Industries, Inc.	S. T. C.	U.S. State Nebraska	10122647