

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS-TERM LOAN

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE NORDAM GROUP LLC		04/09/2019	Limited Liability Company: DELAWARE
PARTPILOT, LLC		04/09/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN ST.
Internal Address:	7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5177518	NORCLEAR
Registration Number:	3086564	ULTRA IMAGE
Registration Number:	2705484	NORTECH
Registration Number:	2356978	INTEGRATED INTERIOR SOLUTIONS
Registration Number:	1219412	A TRADITION OF EXCELLENCE
Registration Number:	1985457	NORCOAT
Registration Number:	1834544	NORSTAR
Registration Number:	1815804	WEATHERMASTER
Registration Number:	1698042	PRISM
Registration Number:	1255546	NORDAM
Registration Number:	981531	NORDAM
Registration Number:	1652424	NORDEX
Registration Number:	5459766	
Registration Number:	5459765	PARTPILOT

CH \$365.00 5177518

CORRESPONDENCE DATA**Fax Number:** 2124552502*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:** (212) 455-3346**Email:** ksolomon@stblaw.com**Correspondent Name:** MELANIE JOLSON, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509600/0343
NAME OF SUBMITTER:	MELANIE JOLSON
SIGNATURE:	/MJ/
DATE SIGNED:	04/18/2019

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of April 9, 2019 is made by THE NORDAM GROUP LLC, a Delaware limited liability company, located at 6911 North Whirlpool Drive, Tulsa, Oklahoma 74117, PARTPILOT, LLC, a Delaware limited liability company, located at 6911 North Whirlpool Drive, Tulsa, Oklahoma 74117 (each a “Grantor” and collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties described in the Guarantee and Collateral Agreement referred to below.

WITNESSETH:

WHEREAS, The NORDAM Group LLC (the “Borrower”), the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as administrative agent and the Collateral Agent have entered into that certain Senior Secured Term Credit Agreement, dated as of April 9, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and the Grantors have entered into the Guarantee and Collateral Agreement, dated as of April 9, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) in favor of the Collateral Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, and to induce the Collateral Agent and the Lenders to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantors granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in all Intellectual Property; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and affirmed, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, capitalized terms used in this Agreement, including its preamble and recitals, but not otherwise defined, have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the “Trademark Collateral”).

SECTION 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 in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

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

SECTION 5. Effectiveness. This Agreement shall become effective when the Collateral Agent shall have received an executed counterpart of this Agreement that bears the signature of each Grantor.

SECTION 6. 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopier or electronic (“pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

[remainder of page intentionally blank; signatures on following pages]

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.

THE NORDAM GROUP LLC, as Grantor

By: 

Name: Meredith Siegfried Madden

Title: Chief Executive Officer

PARTPILOT LLC, as Grantor

By: 

Name: Meredith Siegfried Madden

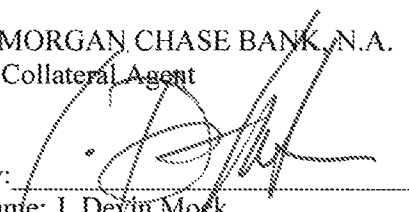
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006623 FRAME: 0790

Acknowledged by:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: J. Devin Mock
Title: Authorized Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Mark	Trademark Reg/ #	Registration Date	Trademark S/N
The Nordam Group LLC	NORCLEAR	5,177,518	4/4/2017	86860244
The Nordam Group LLC	ULTRA IMAGE	3,086,564	4/25/2006	78481525
The Nordam Group LLC	NORTECH	2,705,484	4/8/2003	78087170
The Nordam Group LLC	INTEGRATED INTERIOR SOLUTIONS	2,356,978	6/13/2000	75606960
The Nordam Group LLC	A TRADITION OF EXCELLENCE	1,219,412	12/7/1982	75606960
The Nordam Group LLC	NORCOAT	1,985,457	7/9/1996	74688519
The Nordam Group LLC	NORSTAR	1,834,544	5/3/1994	74278800
The Nordam Group LLC	WEATHERMASTER	1,815,804	1/11/1994	74327353
The Nordam Group LLC	PRISM	1,698,042	6/30/1992	74169182
The Nordam Group LLC	NORDAM	1,255,546	10/25/1983	73357439
The Nordam Group LLC	NORDAM & design	0,981,531	4/2/1974	72396743
The Nordam Group LLC	NORDEX	1,652,424	7/30/1991	74096351
PartPilot, LLC	design only	5,459,766	5/1/2018	87144917
PartPilot, LLC	PartPilot	5,459,765	5/1/2018	87144900