

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Seal, Inc.		06/07/2019	Corporation:
RECEIVING PARTY DATA			
Name:	McLarty Capital Partners SBIC II, L.P.		
Street Address:	1 Rockefeller Plaza, Suite 1203		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5095073	TOTAL CONFORM	
Registration Number:	3233947	ADVANCED PROFILING	
Registration Number:	2889816	DIAMOND FINISH	
Registration Number:	1385743	GAPLESS	
Registration Number:	1205982	GO GAPLESS	
Registration Number:	1207886		
Registration Number:	2692952	QUICK SEAT	
Registration Number:	2165072	SLANT GAP	
Registration Number:	1423620	TOTAL SEAL	
Registration Number:	1017386	POWERFORMANCE	
Registration Number:	1352476	GOLD-POWER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Lynn Tanner		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		

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Address Line 4:	New York, NEW YORK 10166
ATTORNEY DOCKET NUMBER:	106370.00002
NAME OF SUBMITTER:	Lynn Tanner
SIGNATURE:	/Lynn Tanner by trademarkny/
DATE SIGNED:	06/20/2019
Total Attachments: 3 source=Total Seal - Short Form Trademark Security Agreement#page1.tif source=Total Seal - Short Form Trademark Security Agreement#page2.tif source=Total Seal - Short Form Trademark Security Agreement#page3.tif	

ASSIGNMENT FOR SECURITY – TRADEMARKS

June 7, 2019

WHEREAS, Total Seal, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Loan and Security Agreement, dated as of June 7, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Loan Agreement"), in favor of McLarty Capital Partners SBIC II, L.P., as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

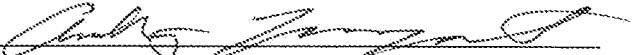
WHEREAS, pursuant to the Loan Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Loan Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, intending to be legally bound, the undersigned has duly executed this Assignment on the day and year first mentioned above.

TOTAL SEAL, INC.

By: 
Name: Anders R. Rosenquist
Title: Vice President

Schedule A

Owner	Mark	Registration / Application No.	Filing Date
Total Seal, Inc.	TOTAL CONFORM	5,095,073	
Total Seal, Inc.	ADVANCED PROFILING	3,233,947	April 24, 2007
Total Seal, Inc.	DIAMOND FINISH	2,889,816	September 28, 2004
Total Seal, Inc.	GAPLESS	1,385,743	March 11, 1986
Total Seal, Inc.	GO GAPLESS	1,205,982	August 24, 1982
Total Seal, Inc.		1,207,886	September 14, 1982
Total Seal, Inc.	QUICK SEAT	2,692,952	March 4, 2003
Total Seal, Inc.	SLANT GAP	2,165,072	June 16, 1998
Total Seal, Inc.	TOTAL SEAL	1,423,620	January 6, 1987
Total Seal, Inc.	POWERFORMANCE*	1,017,386	August 5, 1975
Total Seal, Inc.	GOLD-POWER*	1,352,476	August 6, 1985