

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coast Plating Holdings, Inc.		06/28/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4923301	VALENCE SURFACE TECHNOLOGIES	
Registration Number:	4923300	VALENCE	
CORRESPONDENCE DATA			
Fax Number:	2125584229		
<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:	212-588-4229		
Email:	demarcor@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 4:	New York, NEW YORK 10004-2498		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	06/28/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of June 28, 2019, by and among the Grantor listed on the signature pages hereof (the "Grantor"), in favor of OWL ROCK CAPITAL CORPORATION, in its capacity as Collateral Agent for the Lenders party to the Credit Agreement (in each case as defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, pursuant to the terms of (i) that certain Credit and Guaranty Agreement, dated as June 28, 2019 (as may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Valence ST Inc., a Delaware corporation ("Holdings" and, immediately prior to the consummation of the Closing Date Acquisition, the "Borrower"), Valence Surface Technologies LLC, a Texas limited liability company (the "Company" and, immediately after consummation of the Closing Date Acquisition, the "Borrower"), the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent, and (ii) certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other jurisdiction or any political subdivision anywhere in the world and (b) all renewals thereof ((a) and (b), collectively, "Trademarks"), and (c) all royalties, fees, income, payments and other proceeds thereof, to secure the payment of all of the Obligations owing under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing and irrevocable security interest in Grantor's entire right, title and interest in and to the following (all

of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark listed on Schedule 1 annexed hereto, together with any continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all royalties, fees, income, payments and other proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1 of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new registered Trademark (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on any other supplement delivered to Grantee in accordance with this paragraph, “New Trademarks”) acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement substantially in the form of this Agreement, listing all such New Trademarks, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. Representations and Warranties. As of the date of this Agreement, Grantor hereby represents and warrants to Grantee and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all registered Trademarks and trademark applications pending with the USPTO, owned by Grantor as of the date hereof.

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon

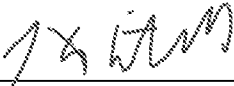
the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall be as effective as delivery of a manually executed counterpart hereof or thereof.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

Coast Plating Holdings, Inc., a Delaware corporation

By:  _____

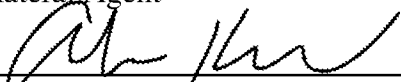
Name: Jamie Mitchell

Title: Chief Financial Officer and Secretary

Agreed and Accepted As of the Date First Written Above

GRANTEE:

**OWL ROCK CAPITAL CORPORATION, as
Collateral Agent**

By: 
Name: Alan Kirshenbaum
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006681 FRAME: 0397**

Schedule 1

	Trademark	Country	Status	Registration Number	Registration Date	Owner
1.	VALENCE SURFACE TECHNOLOGIES <small>VALENCE SURFACE TECHNOLOGIES</small>	United States	Registered	4923301	03/22/2016	Coast Plating Holdings, Inc.
2.	VALENCE VALENCE	United States	Registered	4923300	03/22/2016	Coast Plating Holdings, Inc.

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