

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547883

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Seal for Life Industries US LLC		07/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Credit Services, LLC, as Administrative Agent		
<b>Street Address:</b>	330 Madison Ave., 11th Fl.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2468282	STOPAQ	
<b>Registration Number:</b>	3854524	COVALENCE	
<b>Registration Number:</b>	1708179	DIRAX	
<b>Registration Number:</b>	2707884	POWERCRETE	
<b>Registration Number:</b>	1730200	POWERCRETE	
<b>Registration Number:</b>	1736555	SYNERGY	
<b>Registration Number:</b>	3563732	WATERWRAP	
<b>Registration Number:</b>	1474988	WPC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	32155 / 009		

CH \$215.00 2468282

<b>NAME OF SUBMITTER:</b>	Christine Slattery
<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	11/04/2019
<b>Total Attachments: 8</b> source=Seal for Life Trademark Security Agreement#page1.tif source=Seal for Life Trademark Security Agreement#page2.tif source=Seal for Life Trademark Security Agreement#page3.tif source=Seal for Life Trademark Security Agreement#page4.tif source=Seal for Life Trademark Security Agreement#page5.tif source=Seal for Life Trademark Security Agreement#page6.tif source=Seal for Life Trademark Security Agreement#page7.tif source=Seal for Life Trademark Security Agreement#page8.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of July, 2019, by and among Grantors (listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and GUGGENHEIM CREDIT SERVICES, LLC, in its capacity as agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 23, 2019 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among ACP IV COATING SOLUTIONS CO., LLC, a Delaware limited liability company, ("Holdings"), SEAL FOR LIFE INDUSTRIES US LLC, a Delaware limited liability company ("U.S. Borrower"), and SEAL FOR LIFE GLOBAL DUTCH HOLDING B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) incorporated under the laws of the Netherlands ("Dutch Borrower" and, collectively with the U.S. Borrower, the "Borrowers" and each a "Borrower"), the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and Administrative Agent, the Secured Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent and each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Subject to Section 2.1 of the Security Agreement, each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing lien on and security interest in (referred to in this Trademark Security Agreement as the "Security Interest") all of such Grantor's right, title and interest in and to the following Collateral, whether now owned or hereafter acquired or arising, but in any event excluding any Excluded Property (collectively, the "Trademark Collateral");

(a) all of its Trademarks including those referred to on Schedule I (which schedule lists as of the date hereof only owned U.S. registered Trademarks (other than internet domain names)), provided that Trademark Collateral shall not include any "intent-to-use" trademark applications filed with the United States Trademark Office unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Trademark Office in connection with any such "intent-to-use" trademark applications;

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

(c) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation of suit.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions related to the Administrative Agent's rights and remedies in respect of the Trademark Collateral of which are incorporated by reference herein as if fully set forth herein.

5. CONFLICT PROVISION. The rights and remedies of each party hereto with respect to the Security Interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

6. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under the Security Agreement, Grantors and Administrative Agent may amend Schedule I to include any future United States registered trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute a single contract. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (*i.e.*, "pdf" or "tif") shall be equally as effective as delivery of a manually executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including ".pdf" or ".tif" format) also shall deliver a manually executed counterpart of this Trademark Security Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

8. TERMINATION. This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith, and as otherwise set forth in Section 2.3 of the Security Agreement ("Termination"). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall, at the sole cost and expense of the

Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

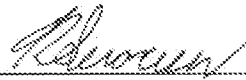
9. The terms of Sections 12.9 ("Governing Law") and 12.13 ("Waiver of Jury Trial") of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SEAL FOR LIFE INDUSTRIES US LLC


By:   
Name: Roy Scroussi  
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006786 FRAME: 0534**

GRANTOR:

FRANS NOOREN  
AFDICHTINGSSYSTEMEN B.V.

By:   
Name: Roy Seroussi  
Title: Authorised signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006786 FRAME: 0535**

**ACCEPTED AND  
ACKNOWLEDGED BY:**

**ADMINISTRATIVE AGENT:**

**GUGGENHEIM CREDIT SERVICES, LLC**

By:   
Name: Kevin M. Robinson  
Title: Attorney-in-Fact



**SCHEDULE I**  
to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
BLOCKER (& Design)	United States of America	Registered	009231853	09-Jul-2010	IR1049029	09-Jul-2010	Frans Nooren Afdichtingssystemen B.V.
 BLOCKER (& Design)	United States of America	Registered	79137629	04-Jul-2013	4619156	14-Oct-2014	Frans Nooren Afdichtingssystemen B.V.
 SEALTAQ	United States of America	Registered	79131512	26-Mar-2013	4701762	17-Mar-2015	Frans Nooren Afdichtingssystemen B.V.
STOPANOL	United States of America	Registered	IR1049114	09-Jul-2010	IR1049114	09-Jul-2010	Frans Nooren Afdichtingssystemen B.V.
STOPAQ	United States of America	Registered	75659402	12-Mar-1999	2468282	10-Jul-2001	Frans Nooren Afdichtingssystemen B.V.
STOPAQ	United States of America	Registered	79120564	12-Jul-2012	4486698	25-Feb-2014	Frans Nooren Afdichtingssystemen B.V.
SYNERGYQ (& Design)	United States of America	Registered	79147675	10-Apr-2014	4805873	08-Sept-2015	Frans Nooren Afdichtingssystemen B.V.
 SYNERGYQ	United States of America	Registered	77704030	01-Apr-2009	3854524	28-Sept-2010	Seal for Life Industries US LLC
DIRAX	United States of America	Registered	74095248	10-Sept-1990	1708179	18-Aug-1992	Seal for Life Industries US LLC
POWERCRETE	United States of America	Registered	76335963	09-Nov-2001	2707884	15-Apr-2003	Seal for Life Industries US LLC
POWERCRETE	United States of America	Registered	74091827	22-Aug-1990	1730200	03-Nov-1992	Seal for Life Industries US LLC

MARK	COUNTRY	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE	OWNER
SYNERGY	United States of America	Registered	74053444	27-Apr-1990	1736555	01-Dec-1992	Seal for Life Industries US LLC
WATERWRAP	United States of America	Registered	77471592	12-May-2008	3563732	20-Jan-2009	Seal for Life Industries US LLC
WPC	United States of America	Registered	73668107	18-Jun-1987	1474988	02-Feb-1988	Seal for Life Industries US LLC

**TRADEMARK**

**REEL: 006786 FRAME: 0538**

**RECORDED: 11/04/2019**