

10/30/2019

Form PTO-1594 (Rev. 6-12)  
OMB Collection 0651-0027 (exp. 04/30/2018)



DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OCT 30 2019

RECORDED  
TRADEMARKS ONE  
103680891

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Bank of America, N.A. (acting through its Canada branch)

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 27, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: APP Holdings LP

Street Address: 5245 Burke Street

City: Windsor

State: Ontario

Country: Canada Zip: N9A 6J3

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship Canadian
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)  
5615658, 87854506, 87854497, 5761009, 5760688, 5699536

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Norton Rose Fulbright Canada LLP

Internal Address: \_\_\_\_\_

Street Address: 222 Bay Street, Suite 3000, P.O. Box 53

City: Toronto

State: Ontario Zip: M5K 1E7

Phone Number: 416.216.4817

Docket Number: 1000280432

Email Address: liliana.carpico@nortonrosefulbright.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 105.00 USD

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: \_\_\_\_\_

Liliana Carpico  
Signature  
Name of Person Signing

Oct 3/19  
Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 006790 FRAME: 0650

**SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(CANADA)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated September 27, 2019 is made by **APP HOLDINGS LP**, a limited partnership formed under the laws of Ontario (the "**Pledgor**"), in favour of **BANK OF AMERICA, N.A. (acting through its Canada branch)**, in its capacity as administrative agent for the benefit of itself and the Lenders (as hereinafter defined) (together with its successors and assigns in such capacity, the "**Secured Party**").

WHEREAS, pursuant to an amended and restated loan and security agreement dated September 27, 2019 among, *inter alios*, A.P. PLASMAN INC., a British Columbia corporation ("**Plasman Canada**"), PLASMAN CORP LLC, an Alabama limited liability company ("**Plasman U.S.**"), A-BRITE LP, a Delaware limited partnership ("**A-Brite LP**"), THERMOTECH LLC, a Delaware limited liability ("**Thermotech**"), THERMOTECH USA INC., a Delaware corporation ("**Thermotech USA**"; together with Plasman Canada, Plasman U.S., A-Brite LP and Thermotech and with any other Person that at any time after the date hereof becomes a Borrower thereunder, collectively, "**Borrowers**"), the Pledgor and the other guarantors from time to time party hereto, as guarantors, the several entities from time to time party hereto as Lenders and the Secured Party (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "**Loan Agreement**"), the Lenders have agreed, subject to the satisfaction of certain conditions precedent to make Revolver Loans to the Borrowers;

AND WHEREAS the Pledgor has granted to the Secured Party, as security for the Obligations (as such term is defined in the Loan Agreement) (the "**Obligations**"), a security interest in, among other property, certain intellectual property of the Pledgor, pursuant to an amended and restated general security agreement dated September 27, 2019 among, *inter alios*, the Pledgor and the Secured Party (the "**Security Agreement**").

WHEREAS the Pledgor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agrees as follows:

**SECTION 1. Grant of Security.** The Pledgor hereby grants to the Secured Party a security interest in, and confirms the grant of a security interest by the Pledgor on the terms and conditions of the Security Agreement of, all of the Pledgor's right, title and interest in and to the rights in all of the trademarks that are owned by or licensed to the Pledgor, including but not limited to those set forth in Schedule A hereto, as such schedule may be amended, restated or otherwise modified from time to time (collectively, the "**Collateral**").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement and under the Security Agreement secures the full and prompt payment when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) and performance of the Obligations.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein and in the Security Agreement with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Pledgor authorizes and requests that this IP Security Agreement be recorded by the Registrar or other similar official with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or United States Copyright Office, as applicable.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Security Agreement. The Pledgor does hereby acknowledge and confirm that each of the grant of the security interest hereunder and under the Security Agreement and the rights and remedies of the Secured Party with respect to the Collateral, are more fully set forth in the Loan Agreement, the Security Agreement and such other documents as may be entered into in connection therewith from time to time. The terms and provisions of the Loan Agreement and the Security Agreement are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario.


SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature page follows]

IN WITNESS WHEREOF, this IP Security Agreement has been executed by the parties as of the date first written above.

**GRANTOR:**

**APP HOLDINGS LP, by its general partner,  
APP HOLDINGS MANAGEMENT INC.**

By:   
Name: Eliot Kerlin, Jr.  
Title: Executive Vice President

**AGENT:**

**BANK OF AMERICA, N.A. (acting through  
its Canada branch), as agent**

By: *Sylvia Durkiewicz*

Name: Sylwia Durkiewicz

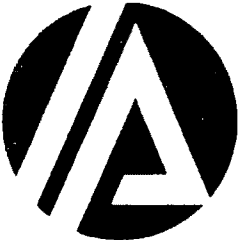
Title: Vice President

Signature Page to Intellectual Property Security Agreement


**TRADEMARK**  
**REEL: 006790 FRAME: 0654**

**Schedule A**

**CANADIAN TRADE-MARKS**

<b>Trademark</b>	<b>Application no.</b>	<b>Filing Date</b>	<b>Owner</b>
BUILD A MOLD	Application No. 1921704	September 25, 2018	APP HOLDINGS LP
PLASMAN GROUP	Application No. 1921705	September 25, 2018	APP HOLDINGS LP
A.P. PLASMAN	Application No. 1921687	September 25, 2018	APP HOLDINGS LP
A & Design 	Application No. 1921702	September 25, 2018	APP HOLDINGS LP
"A-BRITE PLATING"	Application No. 1921703	September 25, 2018	APP HOLDINGS LP

**U.S. TRADE-MARKS**

<b>Trademark</b>	<b>Registration no/ Application no.</b>	<b>Filing/Registration Date</b>	<b>Owner</b>
A.P. PLASMAN	5615658	Nov. 27, 2018	APP Holdings LP
PLASMAN GROUP	87854506	Mar. 28, 2018	APP Holdings LP
A-BRITE PLATING	87854497	Mar. 28, 2018	APP Holdings LP
	5761009	May 28, 2018	APP Holdings LP
THERMOTECH	5760688	May 28, 2019	APP Holdings LP

CAN\_DMS: 112938844214

<b>Trademark</b>	<b>Registration no/ Application no.</b>	<b>Filing/Registration Date</b>	<b>Owner</b>
BUILD A MOLD	5699536	March 12, 2019	APP Holdings LP

CAN\_DMS: 112938844214

**TRADEMARK**  
**REEL: 006790 FRAME: 0656**

October 9, 2019

**Sent By Courier**

Mail Stop Assignment Recordation Branch,  
Director of the USPTO,  
P.O. Box 1450  
Alexandria, VA 22313-1450

**NORTON ROSE FULBRIGHT**

Barristers & Solicitors / Patent & Trade-mark Agents

Norton Rose Fulbright Canada LLP  
222 Bay Street, Suite 3000, P.O. Box 53  
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930  
**nortonrosefulbright.com**

**Liliana Carpico**  
+1 416.216.4817  
liliana.carpico@nortonrosefulbright.com

Our reference  
1000280432

Dear Sir/Madam:

**APP Holdings LP (the Grantor) and Bank of America, N.A. (acting through its Canada branch (the Agent) – Short Form Intellectual Property Security Agreement (Canada)**

Pursuant to a Short Form Intellectual Property Security Agreement (Canada) entered into by the Grantor and the Agent dated as of September 27, 2019, the Grantor granted a security interest to and in favour of the Agent in the trademarks described in Schedule "A" hereto, as security for the payment to the Agent of any and all indebtedness from time to time of the Grantor to the Agent.

A copy of the Short Form Intellectual Property Security Agreement (Canada) is attached hereto as Schedule "B".

We enclose the Recordation Form Cover Sheet for Trademarks together with a cheque in the amount of \$165.00(US) made to the order of the Director of the U.S. Patent and Trademark Office for the requisite filing fees.

In due course, we look forward to receiving confirmation that the Short Form Intellectual Property Security Agreement (Canada) has been recorded against the American trademarks referenced therein.

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,


  
Liliana Carpico  
Law Clerk

LC/rr

CAN\_DMS: \129892958\1



**SCHEDULE "A"**

<b>Trademark</b>	<b>Registration no/ Application no.</b>	<b>Filing/Registration Date</b>	<b>Owner</b>
A.P. PLASMAN	5615658	Nov. 27, 2018	APP Holdings LP
PLASMAN GROUP	87854506	Mar. 28, 2018	APP Holdings LP
A-BRITE PLATING	87854497	Mar. 28, 2018	APP Holdings LP
	5761009	May 28, 2018	APP Holdings LP
THERMOTECH	5760688	May 28, 2019	APP Holdings LP
BUILD A MOLD	5699536	March 12, 2019	APP Holdings LP

**SCHEDULE "B"**

**Trademark Security Agreement Second Supplement  
(attached)**



# United States Patent and Trademark Office

*Office of the Chief Financial Officer*

Document Code:WFEE

User :77667

Sale Accounting Date:10/30/2019

Sale Item Reference Number  
5615658

Effective Date  
10/30/2019

Document Number	Fee Code	Fee Code Description	Amount Paid	Payment Method
I20190TC04246324	8521	RECORDING TRADEMARK	\$40.00	Check
I20190TC04246324	8522	ASSIGNMENT PER DOC FOR SECOND & SUBSEQUENT MARKS SAME DOC	\$125.00	Check