

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553542

<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>
Roman Products, LLC		12/11/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDALLION CAPITAL, INC.		
<b>Street Address:</b>	3000 County Rd 42 W		
<b>Internal Address:</b>	STE. 301		
<b>City:</b>	Burnsville		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55337		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1153568	BITE	
<b>Registration Number:</b>	3335177	DON'T JUST STRIP WALLPAPER-DEVOUR IT!	
<b>Registration Number:</b>	1220484		
<b>Registration Number:</b>	2759136	E-Z HANG	
<b>Registration Number:</b>	1220482	GOLDEN HARVEST	
<b>Registration Number:</b>	3633930	GOLDEN HARVEST	
<b>Registration Number:</b>	2959066	MILDEW GUARD	
<b>Registration Number:</b>	1709600	PROFESSIONAL	
<b>Registration Number:</b>	1341843	R	
<b>Registration Number:</b>	1592656	R-35	
<b>Serial Number:</b>	88975971	ROMAN	
<b>Serial Number:</b>	88350606	ROMAN	
<b>Registration Number:</b>	3752324	ROMAN THE NO.1 CONTRACTOR BRAND	
<b>Registration Number:</b>	3898575	RX-35	
<b>Registration Number:</b>	1380929	TEKNABOND	
<b>Registration Number:</b>	1864130	ULTRA	
<b>Registration Number:</b>	1787302	ULTRA-PRIME	
<b>Registration Number:</b>	1005686	VINYL PREP	
<b>TRADEMARK</b>			

CH \$565.00 1153568

Property Type	Number	Word Mark
Serial Number:	88350623	PIRANHA
Registration Number:	2229331	E-Z GEL
Registration Number:	1935477	BORDER-EASE
Registration Number:	1866160	STRIP+

**CORRESPONDENCE DATA**

**Fax Number:** 6123713207

*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:** 612-371-3501

**Email:** hargensm@ballardspahr.com

**Correspondent Name:** Marilyn Hargens

**Address Line 1:** 80 South 8th Street

**Address Line 2:** Suite 2000

**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Marilyn Hargens
<b>SIGNATURE:</b>	/MH/
<b>DATE SIGNED:</b>	12/17/2019

**Total Attachments: 8**

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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF DECEMBER 11, 2019 IN FAVOR OF TCF NATIONAL BANK, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of December 11, 2019 by Roman Products, LLC a Delaware limited liability company ("Grantor"), in favor of Medallion Capital, Inc., a Minnesota corporation ("Grantee"):

#### W I T N E S S E T H

WHEREAS, Grantor, Grantee and the other parties thereto are parties to a certain Subordinated Loan Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") providing for the loan to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith among Grantor, Grantee and the other parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of Grantor's assets, including, without limitation, all right title and interest of Grantor in, to and under all now owned and hereafter acquired or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all of the Liabilities;

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 Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the respective 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 Loan Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing 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 or hereafter acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, 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 products and proceeds of the foregoing, 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. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each Trademark of Grantor, free from any Liens or other restrictions, claims, rights, encumbrances or burdens (other than Permitted Liens);

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that until the Liabilities have been paid in full pursuant to the terms of the Loan Agreement, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that, except as otherwise specifically provided herein, it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. New Trademarks. If, before the Liabilities have been paid in full pursuant to the terms of the Loan Agreement, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

6. Duties of Grantor. Grantor shall (i) file and prosecute diligently any and all trademark applications pending as of the date hereof or hereafter for Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business, (ii) preserve and maintain all rights in the Trademarks which are necessary or reasonably desirable in the conduct of Grantor's business and (iii) ensure that the Trademarks necessary or reasonably desirable in the conduct of Grantor's business are and remain enforceable.

7. Grantee's Right to Sue. Upon the occurrence and during the continuance of a Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all out-of-pocket costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 7.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement or the Security Agreement, or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee, upon the occurrence and during the continuance of a Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full pursuant to the terms of the Loan Agreement. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

9. CHOICE OF LAW. THIS AGREEMENT SHALL BE DEEMED TO BE EXECUTED AND HAS BEEN DELIVERED AND ACCEPTED IN MINNEAPOLIS, MINNESOTA BY SIGNING AND DELIVERING IT THERE. ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF MINNESOTA.

10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Counterparts. This Agreement may be executed and accepted in any number of counterparts, each of which shall be an original with the same effect as if the signatures were on the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile or .pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

12. Subordination Agreement. Notwithstanding anything herein to the contrary, in the event of any conflict between any provision in this Agreement and any provision in the Subordination Agreement, such provision in the Subordination Agreement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ROMAN PRODUCTS, LLC,  
a Delaware limited liability company

By: *Tyler Rompell*  
Name: Tyler Rompell  
Title: President and CEO

Agreed and Accepted  
As of the Date First Written Above:

**MEDALLION CAPITAL, INC.**

By:



Name: Aaron Price

Title: Vice President

Signature Page to Trademark Security Agreement (Medallion)

**TRADEMARK**  
**REEL: 006817 FRAME: 0356**

**SCHEDULE 1**

**TRADEMARKS**

**TRADEMARKS**

See attached schedule.

**TRADEMARK APPLICATIONS**

**TRADEMARK APPLICATIONS**

None.



**Current Trademarks**

As of 12/12/2019

Country	Description	Mark Drawing Code	Serial Number	Goods and Services International Class(es)	Registration Number	Active or Expired	Status Date	Earliest Renewal Date	Notes
USA	BITE		73230261	IC 002 (Primers)	1153568	Active	2011-05-14	2024-05-14	
USA	DON'T JUST STRIP WALLPAPER-DEVOUR IT		78946220	IC 001 (Adhesives and Removers)	3335177	Active	2017-06-29	2026-11-28	
USA	DUAL CURLED LINES (IMAGE)	2. 241 ILLUSTRATION (SAMPLE WHICH DOES NOT SHOW LETTERS/CHARACTERS)	73151694	IC 001 (Adhesives and Removers)	1220484	Active	2012-10-25	2021-01-21	
USA	EZ HANG		75569210	IC 002 (Primers)	2759136	Active	2013-05-21	2022-09-02	
USA	EZ HANG		75569210	IC 027 (Wallpaper)	2759136	Active	2013-05-21	2022-08-02	
USA	GOLDEN HARVEST		73314766	IC 001 (Adhesives and Removers)	1220482	Active	2012-10-25	2021-01-21	
USA	GOLDEN HARVEST		77454512	IC 008 (Hand Tools)	3633930	Active	2014-10-01	2019-12-09	Roman is opting to allow this trademark to expire. Trademark is not currently in commercial use with hand tools.
Canada	GOLDEN HARVEST		N/A	IC 001 (Adhesives and Removers); IC 002 (Primers); IC 003 (Cleaners); IC 017 (Rubber Products); IC 027 (Wallpaper)	TMAA538881	Active		2019-01-19	
China	GOLDEN HARVEST	General	N/A	IC 008 (Hand Tools)	6806948	Active		2019-09-27	Currently pursuing renewal. Need to determine if Chinese usage requirements differ from USA.
USA	MILDEW GUARD	3. 241 ILLUSTRATION (SAMPLE WHICH INCLUDES WORDS/LETTERS/CHARACTERS)	76541856	IC 001 (Adhesives and Removers)	2959066	Active	2014-10-06	2024-01-07	
USA	PROFESSIONAL	4. 241 ILLUSTRATION (SAMPLE WHICH INCLUDES WORDS/LETTERS/CHARACTERS)	73825107	IC 001 (Adhesives and Removers)	1709600	Active	2012-08-22	2021-09-29	
USA	R (Tri-Color Logo)	5. 241 ILLUSTRATION (SAMPLE WHICH INCLUDES WORDS/LETTERS/CHARACTERS)	73512882	IC 001 (Adhesives and Removers)	1341843	Active	2014-10-04	2024-06-18	
Canada	R (Tri-Color Logo)	Design Mark	N/A	IC 001 (Adhesives and Removers); IC 003 (Cleaners)	TMAA54088	Active		2024-02-19	
USA	R-35		73824904	IC 001 (Adhesives and Removers)	1592656	Active	2010-04-29	2020-01-08	Section 8 & 9 renewal paperwork submitted to USPTO on November 25, 2019. Earliest Renewal Date to be updated once renewal is confirmed.
USA	ROMAN		88975971	IC 001 (Adhesives and Removers); IC 002 (Primers)	N/A	Under Review			USPTO has approved the ROMAN trademark for classes 001 and 002. Application for class 008 (Hand Tools) is suspended due to a conflict with an existing trademark.
USA	ROMAN		88350606	IC 008 (Hand Tools)	N/A	Suspended			USPTO has suspended this registration due a conflict with an existing similar trademark. - U.S. Application Serial No. 87484735 (ROMAN AND WILLIAMS GUILD)
USA	ROMAN THE NO. 1 CONTRACTOR BRAND	6. 241 ILLUSTRATION (SAMPLE WHICH INCLUDES WORDS/LETTERS/CHARACTERS)	77818824	IC 001 (Adhesives and Removers); IC 002 (Primers)	3752324	Active	2016-04-02	2026-02-23	
USA	RX-35		77824021	IC 002 (Primers)	3898575	Active	2016-09-22	2026-01-04	Roman intends to renew this trademark on January 4, 2020.
USA	TEKNA BOND		73501555	IC 001 (Adhesives and Removers)	1380929	Active	2016-04-12	2025-01-09	
USA	ULTRA		74323488	IC 001 (Adhesives and Removers)	1864130	Active	2014-12-11	2024-01-02	
Canada	ULTRA PRIME		N/A	IC 001 (Adhesives and Removers)	TMAA665599	Active		2024-11-29	

TRADEMARK

REEL: 006817 FRAME: 0358

Canada	ULTRA PRO-880	Standard Character Mark	N/A	IC 001 (Adhesives and Removers)	TMA602474	Active	2014-02-17	2019-02-17	
USA	ULTRA-PRIME	Standard Character Mark	74200044	IC 002 (Primers)	1787302	Active	2014-12-11	2022-08-20	
USA	VINYL PREP	Standard Character Mark	73018241	IC 002 (Primers)	1005686	Active	2014-04-30	2023-02-04	
USA	PIRANHA	Standard Character Mark	88350623	IC 002 (Removers); IC 008 (Hand Tools)	N/A	Cancelled	2019-08-14		Due to conflict with existing registered trademarks, Roman has ceased the application process for this mark.
USA	EZ GEL	Standard Character Mark	75130665	IC 002 ( Removers);	2229331	Expired	2019-09-03	N/A	USPTO Status: Required maintenance filing has not been submitted, or the timely submission has not yet been coded as a maintenance filing. If the required filing was not submitted on or before Sep. 03, 2019, the registration will be cancelled in due course. ROMAN opted to not to renew this trademark.
USA	BORDER-EASE	Standard Character Mark	74603879	IC 021 (Applicator Bottle)	1935477	Expired	2016-05-16	N/A	USPTO Status: Required maintenance filing has not been submitted, or the timely submission has not yet been coded as a maintenance filing. If the required filing was not submitted on or before May 16, 2016, the registration will be cancelled in due course. ROMAN opted to not to renew this trademark.
USA	STRIP+	Standard Character Mark	74413204	IC 002 (Removers)	1865168	Expired	2015-06-08	N/A	USPTO Status: Required maintenance filing has not been submitted, or the timely submission has not yet been coded as a maintenance filing. If the required filing was not submitted on or before June 8, 2015 the registration will be cancelled in due course. ROMAN opted to not to renew this trademark.

US Data Source: <http://www.uspto.gov>  
Canada Data Source: <http://www.cipo.gc.ca>  
China Data Source: <http://www.sipo.gov.cn>

TRADEMARK