

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clyde Industries Inc.		12/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1484033	AR	
Registration Number:	1484034	APC	
Registration Number:	2656598	ARMOR GLIDE	
Registration Number:	2730948	SMART SENSOR	
Registration Number:	2753235	SMARTLANCE	
Registration Number:	2801615	SMARTCONTROLS	
Registration Number:	2814373	SMARTCONVECTION	
Registration Number:	2815722	SMART CLEAN	
Registration Number:	2890554	SMARTCANNON	
Registration Number:	2993472	SMARTGAUGE	
Registration Number:	3680300	CLYBER	
Registration Number:	3693092	CLYBERLUBE	
Registration Number:	3702028	CLYBER	
Registration Number:	3702029	CLYBER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		

CH \$365.00 1484033

Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0470

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 12/18/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2019, is made by Clyde Industries Inc., a Delaware corporation (the “Grantor”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 18, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

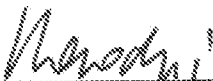
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

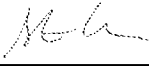
Very truly yours,

CLYDE INDUSTRIES INC.
as Grantor

By: 
Name: Slawomir Horodyski
Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:  _____

Name: Stephanie Krebs
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED

OWNER NAME	COUNTRY	TRADEMARK	REGISTRATION NUMBER
CLYDE INDUSTRIES INC.	US	AR	Reg 1484033
CLYDE INDUSTRIES INC.	US	APC	Reg 1484034
CLYDE INDUSTRIES INC.	US	ARMOR GLIDE	Reg 2656598
CLYDE INDUSTRIES INC.	US	SMART SENSOR	Reg 2730948
CLYDE INDUSTRIES INC.	US	SMARTLANCE	Reg 2753235
CLYDE INDUSTRIES INC.	US	SMARTCONTROLS	Reg 2801615
CLYDE INDUSTRIES INC.	US	SMARTCONVECTION	Reg 2814373
CLYDE INDUSTRIES INC.	US	SMART CLEAN	Reg 2815722
CLYDE INDUSTRIES INC.	US	SMARTCANNON	Reg 2890554
CLYDE INDUSTRIES INC.	US	SMARTGAUGE	Reg 2993472
CLYDE INDUSTRIES INC.	US	CLYBER	Reg 3680300
CLYDE INDUSTRIES INC.	US	CLYBERLUBE	Reg 3693092
CLYDE INDUSTRIES INC.	US	CLYBER	Reg 3702028

OWNER NAME	COUNTRY	TRADEMARK	REGISTRATION NUMBER
CLYDE INDUSTRIES INC.	US	CLYBER	Reg 3702029

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.