

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steelite International U.S.A. Inc.		12/20/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5310330	BRISA	
Registration Number:	4589372	CORTLAND SILVERSMITHS	
Registration Number:	5408333	FOLIO	
Registration Number:	5233531	STEELITE ELEMENTS	
Registration Number:	3790545	WNK	
Registration Number:	3787764	WORTHY, NOBLE & KENT	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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) 288-3586		
Email:	CLS-ResultsChicagoUCC@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	12/24/2019		

OP \$165.00 5310330

Total Attachments: 8

source=IP Filing#page1.tif

source=IP Filing#page2.tif

source=IP Filing#page3.tif

source=IP Filing#page4.tif

source=IP Filing#page5.tif

source=IP Filing#page6.tif

source=IP Filing#page7.tif

source=IP Filing#page8.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Steelite International U.S.A. Inc.

- Individual(s)
- Partnership
- Corporation- State: New Jersey
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 20, 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: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship
- Association Citizenship USA
- Partnership Citizenship
- Limited Partnership Citizenship
- 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)

See Schedule I attached hereto and part a part hereof.

None

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: Diandra M. LaManita

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number:

Email Address: lamanita@chapman.com

6. Total number of applications and registrations involved:

6

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

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: [Signature] for Chapman and Cutler LLP

12/23/19

Signature

Date

Diandra M. LaManita, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2019 (this “*Trademark Security Agreement*”), is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of BMO Harris Bank N.A. (“*BMO*”), as administrative agent (in such capacity, together with its permitted successors and permitted assigns, “*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 20, 2019, by Glazed Holdings, Inc., a Delaware corporation, Glazed Intermediate, LLC, a Delaware limited liability company (“*Glazed*”) (whose obligations as US Borrower hereunder were assumed by ST Athena Global LLC, a Delaware limited liability company (“*ST Athena US*”), substantially concurrently with the initial Borrowing (as this and other capitalized terms used in this Preamble without definition are defined in the Credit Agreement) under the Credit Agreement and the consummation of the ST Athena Acquisition, and effective immediately upon giving effect to the Closing Date Merger), the Lenders and the L/C Issuers from time to time party thereto and BMO, 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 US Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 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 Borrowers thereunder, each Grantor hereby agrees with 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.

Each 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

the undersigned, hereby pledges to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the "Trademark Collateral"); *provided, however*, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and none of the covenants or representations and warranties herein shall be deemed to apply to any assets constituting Excluded Property; *provided, further*, that if and when any of the following property of such Grantor shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein:

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), 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 (as defined in the Credit Agreement) 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on and the security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Secured Obligations. Upon the termination of this Trademark Security Agreement, Agent shall execute all documents, make all filings, and 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.

SECTION 6. 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

STEELITE INTERNATIONAL U.S.A. INC., as
Grantor

By:

Name: _____

Title: _____

Acknowledged and Agreed as of the
date first above written:

BMO HARRIS BANK N.A., as Agent

By Betzaida Erdelyi
Name: Betzaida Erdelyi
Its: Managing Director

IN WITNESS WHEREOF, each 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,

STEELITE INTERNATIONAL U.S.A. INC., as
Grantor

By: 

Name: John D. Miles

Title: Chief Executive Officer

Acknowledged and Agreed as of the
date first above written:

BMO HARRIS BANK N.A., as Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006825 FRAME: 0702

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Status	Current Owner of Record
BRISA BRISA	United States	App No.: 87357836 App Date: 03-MAR-2017	Reg No.: 5310330 Reg Date: 17-OCT-2017	Registered	Steelite International U.S.A. Inc.
CORTLAND SILVERSMITHS <small>CORTLAND SILVERSMITHS</small>	United States	App No.: 85768974 App Date: 01-NOV-2012	Reg No.: 4589372 Reg Date: 19-AUG-2014	Registered	Steelite International U.S.A. Inc.
FOLIO FOLIO	United States	App No.: 87102278 App Date: 13-JUL-2016	Reg No.: 5408333 Reg Date: 20-FEB-2018	Registered	Steelite International U.S.A. Inc.
STEELITE ELEMENTS <small>STEELITE ELEMENTS</small>	United States	App No.: 86958085 App Date: 30-MAR-2016	Reg No.: 5233531 Reg Date: 27-JUN-2017	Registered	Steelite International U.S.A. Inc.
WNK WNK	United States	App No.: 77158819 App Date: 17-APR-2007	Reg No.: 3790545 Reg Date: 18-MAY-2010	Registered	Steelite International U.S.A. Inc.
WORTHY, NOBLE & KENT <small>WORTHY, NOBLE & KENT</small>	United States	App No.: 77158790 App Date: 17-APR-2007	Reg No.: 3787764 Reg Date: 11-MAY-2010	Registered	Steelite International U.S.A. Inc.

1. TRADEMARK APPLICATIONS

None.