

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554884

<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>
ICP Adhesives and Sealants, Inc.		12/24/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5863909	HF	
<b>Registration Number:</b>	5840436	COMPLETELY PROFESSIONAL	
<b>Registration Number:</b>	5587113	BEFORE YOU START, SCRAP THE CART	
<b>Registration Number:</b>	5498784	HANDI-GUN II VARIABLE OUTPUT	
<b>Registration Number:</b>	5429377	FAST FOAM	
<b>Registration Number:</b>	5429275	BOARD-MAX	
<b>Registration Number:</b>	5402647	POLYSET	
<b>Registration Number:</b>	5471556	ICP ADHESIVES & SEALANTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	3129932622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0255		

CH \$215.00 5863909

<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke
<b>SIGNATURE:</b>	/gdg/
<b>DATE SIGNED:</b>	12/26/2019
<b>Total Attachments: 6</b> source=Antares_ICP -- Trademark Security Agreement - ICP Adhesives and Sealants, Inc._111991405_2_0_69035440(1)#page1.tif source=Antares_ICP -- Trademark Security Agreement - ICP Adhesives and Sealants, Inc._111991405_2_0_69035440(1)#page2.tif source=Antares_ICP -- Trademark Security Agreement - ICP Adhesives and Sealants, Inc._111991405_2_0_69035440(1)#page3.tif source=Antares_ICP -- Trademark Security Agreement - ICP Adhesives and Sealants, Inc._111991405_2_0_69035440(1)#page4.tif source=Antares_ICP -- Trademark Security Agreement - ICP Adhesives and Sealants, Inc._111991405_2_0_69035440(1)#page5.tif source=Antares_ICP -- Trademark Security Agreement - ICP Adhesives and Sealants, Inc._111991405_2_0_69035440(1)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ICP Adhesives and Sealants, Inc., an Ohio corporation (the “**Grantor**”), in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

**WHEREAS**, the Grantor is party to a First Lien Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent for the Secured Parties, pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in

Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the 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.

**ICP ADHESIVES AND SEALANTS, INC.,**  
as Grantor



By: \_\_\_\_\_

Name: Sven Doerge

Title: Chief Financial Officer

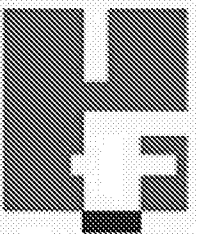


ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP,**  
as Collateral Agent

By: Devasena Vallabhaneni  
Name: Devasena Vallabhaneni  
Title: Duly Authorized Signatory

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner Name
	87941779	5/30/2018	5863909	9/17/2019	Registered	ICP Adhesives and Sealants, Inc.
COMPLETELY PROFESSIONAL	87764647	1/22/2018	5840436	8/20/2019	Registered	ICP Adhesives and Sealants, Inc.
BEFORE YOU START, SCRAP THE CART	87370135	3/14/2017	5587113	10/16/2018	Registered	ICP Adhesives and Sealants, Inc.
	87326747	2/7/2017	5498784	6/19/2018	Registered	ICP Adhesives and Sealants, Inc.
FAST FOAM	87270363	12/15/2016	5429377	3/20/2018	Registered	ICP Adhesives and Sealants, Inc.
BOARD-MAX	87213357	10/24/2016	5429275	3/20/2018	Registered	ICP Adhesives and Sealants, Inc.
	87189496	9/30/2016	5402647	2/13/2018	Registered	ICP Adhesives and Sealants, Inc.
ICP ADHESIVES & SEALANTS	87977264	5/31/2016	5471556	5/15/2018	Registered	ICP Adhesives and Sealants, Inc.