

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554914

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LGC US Asset Holdings, LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., AS COLLATERAL AGENT		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	1047988	LAMONS	
Registration Number:	2450982	KAMMPRO	
Registration Number:	2540791	L1	
Registration Number:	2624773	SPIRASEAL	
Registration Number:	3504689	CMG	
Registration Number:	4225603	POINTGUARD	
Registration Number:	4225618	COREGUARD	
Registration Number:	4302794	CORRUKAMM	
Registration Number:	4310809	GLUE-LESS SEAL & GROOVE TECHNOLOGY	
Registration Number:	4411531	INHIBITOR	
Registration Number:	4704524	MATRIX	
Registration Number:	4840689	SEALING GLOBAL - SERVICING LOCAL	
Registration Number:	5745940	HEADERKAMM	
Registration Number:	5800710	DEFENDER	
Registration Number:	5800711	ISOTEK	
Registration Number:	5800712	ISOGUARD	
Registration Number:	5800713	ISOMATE	
Serial Number:	87014404	O2I	

CH \$465.00 1047988

CORRESPONDENCE DATA**Fax Number:**

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.

Email: sbelding@velaw.com**Correspondent Name:** Sean P. Belding**Address Line 1:** 1001 Fannin St.**Address Line 2:** #2500**Address Line 4:** Houston, TEXAS 77002

NAME OF SUBMITTER:	Sean P. Belding
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SIGNATURE:	/Sean P. Belding/
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DATE SIGNED:	12/26/2019
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Total Attachments: 5

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TRADEMARK SHORT FORM SECURITY AGREEMENT

This TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of December 20, 2019, (this “**Agreement**”), is made by and among the undersigned grantor (the “**Grantor**”), and CITIZENS BANK, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) that Security Agreement, dated as of December 20, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among LGC US PARENT, LLC, a Delaware limited liability company (the “**Parent**”), LGC US FINCO, LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent; and (b) that certain Credit Agreement, dated as of December 20, 2019 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among Parent, the Borrower, the other Guarantors from time to time party thereto, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), Citizens Bank, N.A., as Administrative Agent, Collateral Agent and Swing Line Lender. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and to the extent not defined in the Security Agreement, such capitalized terms shall have the meanings assigned to them in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or 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**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or here-after 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 or any similar offices in any State

of the United States, and all extensions or renewals thereof, including those listed on Schedule I (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Short Form Security Agreement to be executed and delivered as of the date first set forth above.

The Grantor:

LGC US ASSET HOLDINGS, LLC.
as a Grantor

By: 

Name: Marc Roberts

Title: Chief Executive Officer

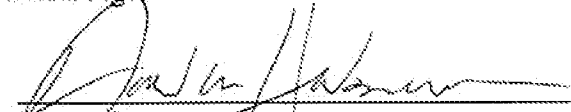
[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK

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CITIZENS BANK, N.A.,
as Collateral Agent

By:


Name: DAVID A. HENDERSON
Title: MANAGING DIRECTOR

[Signature Page to Trademark Short Form Security Agreement]

TRADEMARK
REEL: 006826 FRAME: 0101

Schedule I

United States Trademarks and Trademark Applications

<u>Mark</u>	<u>Country</u>	<u>Record Owner</u>	<u>Reg. No.</u> <u>App. No.</u>
CMG	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 3504689 <u>App. No.</u> - 77398324
COREGUARD	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 4225618 <u>App. No.</u> - 85567638
CORRUKAMM	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 4302794 <u>App. No.</u> - 85618498
DEFENDER	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 5800710 <u>App. No.</u> - 87085141
HEADERKAMM	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 5745940 <u>App. No.</u> - 87171982
INHIBITOR	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 4411531 <u>App. No.</u> - 85386239
ISOGUARD	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 5800712 <u>App. No.</u> - 87085149
ISOMATE	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 5800713 <u>App. No.</u> - 87085153
ISOTEK	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 5800711 <u>App. No.</u> - 87085146
KAMMPRO	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 2,450,982 <u>App. No.</u> - 76/043,180
L1	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 2,540,791 <u>App. No.</u> - 75/474,824
LAMONS	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 1,047,988 <u>App. No.</u> - 73/058,165
MATRIX	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 4704524 <u>App. No.</u> - 85960024
O2I	US	LGC US Asset Holdings, LLC	<u>App. No.</u> - 87014404
POINTGUARD	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 4225603 <u>App. No.</u> - 85567450
SPIRASEAL	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 2,624,773 <u>App. No.</u> - 76/343,193
SEALING GLOBAL SERVICING LOCAL	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 4840689 <u>App. No.</u> - 86560584
GLUE-LESS SEAL & GROOVE TECHNOLOGY	US	LGC US Asset Holdings, LLC	<u>Reg. No.</u> - 4310809 <u>App. No.</u> - 85567431