

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ILC Dover LP		01/31/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1218064		
Serial Number:	87765998	BEYOND BOUNDARIES	
Registration Number:	2350491	ARMORFLEX	
Registration Number:	2498554	DOVERPAC	
Registration Number:	4253956	SCAPE	
Registration Number:	3363401	SENTINEL XL	
Registration Number:	3819811	G2PAC	
Registration Number:	5675914	XTRAKT	
Registration Number:	5402286	FLEX-COVER	
Registration Number:	5418855	FLEX-GATE	
Registration Number:	5418854	FLEX-WALL	
Registration Number:	5375742	XTRAKT	
Registration Number:	4771386	EZ BIOPAC	
Registration Number:	3879842	CONTROL	
Registration Number:	2519740	GRAYLING	
Registration Number:	1942289	GUARDIAN	
Registration Number:	1541372	AVAIL	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 1218064

Fax Number: 2129692900

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: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Al Lucia

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	25278-016
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NAME OF SUBMITTER:	Al Lucia
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SIGNATURE:	/Al Lucia/
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DATE SIGNED:	01/31/2020
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ILC Dover IP, Inc., a Delaware corporation, ILC Dover LP, a Delaware limited partnership, and Grayling Industries, Inc., a Georgia corporation (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of January 31, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent 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, each Grantor hereby agrees with the Administrative 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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

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

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor's sole cost and expense, to evidence and record the release of the lien on and 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.

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.

[Remainder of page intentionally left blank]

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.

ILC DOVER LP,
as a Grantor

By: ILC Dover 1 LLC, its general partner

By: _____

Name: Kenneth R. Elston

Title: Vice President Finance, Chief Financial
Officer and Secretary


GRAYLING INDUSTRIES, INC.,
as a Grantor

By: _____

Name: Kenneth R. Elston

Title: Secretary

ILC DOVER IP, INC.,
as a Grantor


By: 
Name: Kenneth R. Elston
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006853 FRAME: 0375

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL LP,
as Administrative Agent and Collateral Agent




By: _____


Name: Andrew Jones

Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademark, Trade Name or Service Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	ILC Dover IP, Inc.	73/225405 30-JUL-1979	1218064 30-NOV-1982
BEYOND BOUNDARIES	ILC Dover IP, Inc.	87/765998 23-JAN-2018	
ARMORFLEX	ILC Dover IP, Inc.	75/295125 20-MAY-1997	2350491 16-MAY-2000
DOVERPAC	ILC Dover IP, Inc.	75/295136 20-MAY-1997	2498554 16-OCT-2001
SCAPE	ILC Dover IP, Inc.	85/605464 23-APR-2012	4253956 04-DEC-2012
SENTINEL XL	ILC Dover LP	78/744684 01-NOV-2005	3363401 01-JAN-2008
G2PAC	ILC Dover LP	78/810230 08-FEB-2006	3819811 13-JUL-2010
XTRAKT	ILC Dover IP, Inc.	87/438130 05-MAY-2017	5675914 12-FEB-2019
FLEX-COVER	ILC Dover IP, Inc.	87/004780 18-APR-2016	5402286 13 FEB-2018
FLEX-GATE	ILC Dover IP, Inc.	87/004756 18-APR-2016	5418855 6 MAR-2018

Registered Trademark, Trade Name or Service Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
FLEX-WALL	ILC Dover IP, Inc.	87/004729 18-APR-2016	5418854 6 MAR-2018
XTRAKT	ILC Dover IP, Inc.	86/766032 23-SEPT-2015	5375742 9-JAN-2018
EZ BIOPAC	ILC Dover IP, Inc.	86/268961 01-MAY-2014	4771386 14-JULY-2015
CONTROL	Grayling Industries, Inc.	85/012949 13-APR-2010	3879842 23-NOV-2010
GRAYLING Logo 	Grayling Industries, Inc.	76/134355 19-SEP-2000	2519740 18-DEC-2001
GUARDIAN	Grayling Industries, Inc.	74/550742 18-JUL-1994	1942289 19-DEC-1995
AVAIL	Grayling Industries, Inc.	73/759077 24-OCT-1988	1541372 30-MAY-1989