

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM571632

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tekra, LLC		04/10/2020	Limited Liability Company: DELAWARE
Trient, LLC		04/10/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent
<b>Street Address:</b>	1L1-1145/54/63, p.O. box 6026
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60680-6026
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3890373	MARNOT
Registration Number:	3890376	MARNOT HARDCOATED FILMS
Registration Number:	3877155	PROTEK
Registration Number:	3668043	PROTEK
Registration Number:	5902436	TEKRA
Registration Number:	3413963	TEKRA
Registration Number:	3890375	TERRAPIN
Registration Number:	3890374	TERRAPIN TEKRA HARDCOATED FILMS
Registration Number:	2165804	TRIENT

## 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.*

Phone: 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

Address Line 1: 1180 Peachtree Street NE

CH \$240.00 3890373

**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

**ATTORNEY DOCKET NUMBER:** 58708.015017

**NAME OF SUBMITTER:** Steven Sheesley

**SIGNATURE:** //Steven Sheesley//

**DATE SIGNED:** 04/13/2020

**Total Attachments: 5**

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## Trademark Security Agreement

This Trademark Security Agreement, dated as of April 10, 2020, by TEKRA, LLC, a Delaware limited liability company ("Tekra") and TRIENT, LLC, a Delaware limited liability company ("Trient" and, with Tekra, individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

### W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement, dated September 25, 2018 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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 in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds (other than Excluded Assets) of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any 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.

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 pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations (other than (i) contingent indemnification obligations and (ii) obligations and liabilities under Swap Agreements and any contracts governing Banking Services not then due and payable) have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired

or been sooner terminated and all Letters of Credit have expired or have been terminated or cash collateralized or with respect to which other arrangements reasonably satisfactory to the Administrative Agent and the Issuing Bank shall have been made in accordance with the provisions of the Credit Agreement, this Trademark Security Agreement shall terminate. Upon the termination of the Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

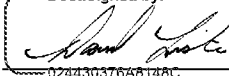
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TEKRA, LLC

DocuSigned by:  
By:   
Name: Daniel Lister  
Title: President

TRIENT, LLC

DocuSigned by:  
By:   
Name: Daniel Lister  
Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Pledgor 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,

TEKRA, LLC

By: \_\_\_\_\_  
Name: Daniel Lister  
Title: President

TRIENT, LLC

By: \_\_\_\_\_  
Name: Daniel Lister  
Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Philip VanFossan  
Title: Executive Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

<b>Owner</b>	<b>Registration Number</b>	<b>Trademark</b>
Tekra, LLC	3890373	MARNOT
Tekra, LLC	3890376	MARNOT HARDCOATED FILMS and design
Tekra, LLC	3877155	PROTEK
Tekra, LLC	3668043	PROTEK and design
Tekra, LLC	5902436	TEKRA
Tekra, LLC	3413963	TEKRA and design
Tekra, LLC	3890375	TERRAPIN
Tekra, LLC	3890374	TERRAPIN TEKRA HARDCOATED FILMS and design
Trient, LLC	2165804	TRIENT