

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582309

<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>
Kelly-Moore Paint Company, Inc.		06/19/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ENCINA BUSINESS CREDIT, LLC		
<b>Street Address:</b>	123 N WACKER DRIVE		
<b>Internal Address:</b>	SUITE 2400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2347065	"QUALITY IS ECONOMY"	
<b>Registration Number:</b>	3869405	CS COLORSTUDIO	
<b>Registration Number:</b>	3869957	KEL-BOND II	
<b>Registration Number:</b>	3869958	KEL-BOND ULTRA	
<b>Registration Number:</b>	3869956	KEL-BOND	
<b>Registration Number:</b>	4534088	COLORSTUDIO COLLECTION	
<b>Registration Number:</b>	4484435	KELLY-MOORE	
<b>Registration Number:</b>	3830750	KM PROFESSIONAL	
<b>Registration Number:</b>	3939855	KEL-BOND ADHESION PLUS	
<b>Registration Number:</b>	2379449	TEAM KELLY-MOORE PAINT PROFESSIONALS	
<b>Registration Number:</b>	4113678	ENVIRO COAT	
<b>Registration Number:</b>	5327272	COLOR ENSEMBLE	
<b>Registration Number:</b>	1803581	KEL-AQUA	
<b>Registration Number:</b>	2704540	KELLY MOORE	
<b>Registration Number:</b>	2711280	KELLY-MOORE PAINTS	
<b>Registration Number:</b>	5509995	KELLY-MOORE PAINTS EPIC	
<b>Registration Number:</b>	5509942	KELLY-MOORE PAINTS MAGNUM	
<b>Registration Number:</b>	1898471	E COAT	
<b>TRADEMARK</b>			

OP \$1040.00 2347065

Property Type	Number	Word Mark
Registration Number:	2975558	KM
Registration Number:	5744923	ENVY
Registration Number:	3015974	COLOR X PERIENCE
Registration Number:	1938697	VAPOR SHIELD
Registration Number:	3052543	KM
Registration Number:	3080171	COLOR X XPERIENCE
Registration Number:	1406248	"THE PAINTER'S PAINT STORE"
Registration Number:	3159377	KELLY-MOORE PAINTS HISTORIC LIFE STYLES
Registration Number:	3157178	KELLY-MOORE'S ACRY-PLEX
Registration Number:	3164373	KM
Registration Number:	3168335	KM INDUSTRIAL COATINGS
Registration Number:	3168350	KM PROFESSIONAL
Registration Number:	3171248	KEL-SEAL
Registration Number:	3265513	HISTORIC LIFE STYLES
Registration Number:	3201691	ACRY-PLEX
Registration Number:	3213486	KELLY- MOORE PAINTS E COAT
Registration Number:	3215865	E COAT
Registration Number:	2041592	COLOR-SHIELD
Registration Number:	2148229	ENVIRO-COAT
Registration Number:	3499005	KELLY-MOORE
Registration Number:	2218794	KEL-PRO
Registration Number:	3567169	DURA-POXY
Registration Number:	3637971	KELLY-MOORE

**CORRESPONDENCE DATA**

Fax Number: 2163485474

*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: 2163485400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: Jake J. Weinberg

Address Line 1: 600 Superior Avenue, East, Suite 2100

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 44004-00010

NAME OF SUBMITTER: Kimberly Hefner

SIGNATURE: /Kimberly Hefner/

DATE SIGNED: 06/22/2020

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of June 19, 2020 and is by Kelly-Moore Paint Company, Inc., a California corporation ("**Grantor**"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

### RECITALS

A. Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to Borrower as provided therein.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, Agent shall promptly, following written request by Grantor, execute, acknowledge, and deliver to Grantor all instruments reasonably requested by Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) acquired under this Agreement.

2. Subject in all respects to the limitations and restrictions set forth in the Loan Agreement, Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; each exclusive trademark license if Grantor has the right to grant a security interest in such license, including, without limitation, each exclusive trademark license listed on Schedule 1, together with all goodwill associated therewith and (b) all products and proceeds of the foregoing, including,

without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration or application referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

**[signature page follows]**

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

KELLY-MOORE PAINT COMPANY, INC.

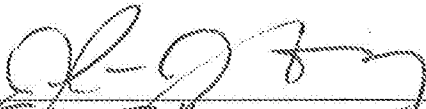
By: 

Name: Stephen J. Johnson

Title: CEO

Acknowledged by:

ENCINA BUSINESS CREDIT, LLC, as Agent

By:   
Name: Julius J. Marany  
Title: VP

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>TRADEMARK/SERVICEMARK</b>	<b>SERIAL/REG. NO.</b>	<b>FILING/REG. DATE</b>	<b>COUNTRY</b>
"QUALITY IS ECONOMY", IC 35	75704529, 2347065	1/19/2009	USA
COLORSTUDIO/CS Logo, IC 37	77870366, 3869405	11/2/2010	USA
KEL-BOND II, IC 2	77967630, 3869957	11/2/2010	USA
KEL-BOND ULTRA, IC 2	77967654, 3869958	11/2/2010	USA
KEL-BOND, IC 2	77967611, 3869956	11/2/2010	USA
[THE]COLORSTUDIO COLLECTION US TM Intn'l Class 16	85609696; 4534088	4/26/2012; Reg. 5/20/14	USA
KELLY-MOORE Logo Int. Cl. 35	85969301, 4484435	2/18/2014	USA
KM PROFESSIONAL Logo, IC 2	3830750; 77826934	8/10/2010	USA
KEL-BOND ADHESION PLUS, IC 2	77607666, 3939855	4/5/2011	USA
TEAM KELLY-MOORE/PAINT PROFESSIONALS Logo, ic 35	2379449; 75797928	8/22/2000	USA
ENVIRO COAT, IC 2	85031869, 4113678	3/20/2012	USA
COLOR ENSEMBLE, IC 16	87375673 5327272	11/7/2017	USA
KEL-AQUA US TM Intn'l Class 2	74321310 1803581	11/9/93 11/9/03	USA
KELLY MOORE Intn'l Class 2, 9, 16, 35	76433666, 2704540	4/8/2003	USA
KELLY-MOORE PAINTS – Arcuate Logo US TM Intn'l Class 2, 9, 16, 35	76431625, 2711280	4/29/2003	USA
KELLY-MOORE PAINTS EPIC, IC 2	87625121; 5,509,995	9/27/2017	USA
Kelly-Moore Paints MAGNUM, IC 2	87607226; 5,509,942	9/13/2017	USA
E COAT Intn'l Class 2	74487377, 1898471	6/13/1995	USA



KM, IC 16	2975558; 76612848	1/26/2006	USA
ENVY, Intn'l Class 2	88126004 5744923	9/20/18 [4/10/2017]	USA
COLOR X PERIENCE, IC 16	76555970, 3015974	11/15/2005	USA
VAPOR SHIELD Class 2 (60132.687)	1938697; 74614575	11/28/1995	USA
KM/Oval Logo, IC 2	3052543; 76610371	1/31/2006	USA
COLOR X PERIENCE Logo, IC 16 (60132.630)	76564610, 3080171	4/11/2006	USA
"THE PAINTER'S PAINT STORE" Intn'l Class 42	73560990, 1406248	8/19/1986	USA
KELLY-MOORE PAINTS HISTORIC LIFE STYLES, IC 16	3159377; 76555981	10/17/2006	USA
KELLY-MOORE'S ACRY-PLEX, IC 2	3157178; 78667485	10/17/2006	USA
KM (letters), IC 2	3164373, 76598899	10/31/2006	USA
KM INDUSTRIAL COATINGS, IC 2	3168335; 78771582	11/7/2006	USA
KM PROFESSIONAL, IC 2	3168350; 78772028	11/7/2006	USA
KEL-SEAL, IC 2	3171248; 78772060	11/14/2006	USA
HISTORIC LIFE STYLES Intn'l Class 16	76610290 3265513	7/17/2007	USA
ACRY-PLEX, IC 2	78840434, 3201691	1/23/2007	USA
KELLY-MOORE PAINTS, E COAT, Arrows Logo, IC 2	78891705, 3213486	2/27/2007	USA
E COAT – Arrows Logo/Words US TM Intl'l Class 2	78891688, 3215865	3/6/2007	USA
COLOR-SHIELD, IC 2	74614572, 2041592	3/4/1997	USA
ENVIRO-COAT, IC 2	75108885, 2148229	3/31/1998	USA
KELLY-MOORE, IC 35	3499005; 77421257	6/16/2009	USA
KEL-PRO, IC 2	2218794; 75402138	1/19/1999	USA
DURA-POXY, IC 2	77498501, 3567169	1/27/2009	USA
KELLY-MOORE, IC 37	77505836, 3637971	6/16/2009	USA