

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607136

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------------|----------|----------------|----------------------------------|
| BEST ENGINEERED SURFACE TECHNOLOGIES, LLC | | 10/12/2020 | Limited Liability Company: TEXAS |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------------------------------|
| Name: | SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP |
| Street Address: | 222 SOUTH NINTH STREET |
| Internal Address: | SUITE 2800 |
| City: | MINNEAPOLIS |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| Entity Type: | Limited Partnership: DELAWARE |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 74671935 | AEGISGLASS |
| Serial Number: | 76212068 | DIAMONDSHIELD |
| Serial Number: | 74187178 | DIAMONEX |
| Serial Number: | 75939502 | EVERSCAN |
| Serial Number: | 76065592 | SCANSHIELD |
| Serial Number: | 76090006 | SCANSHIELD |
| Serial Number: | 78679190 | PHOENIX |
| Serial Number: | 75420290 | DIABOND |

CORRESPONDENCE DATA

Fax Number: 6129778650

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: 6129778287

Email: enewby@taftlaw.com

Correspondent Name: Emma Newby

Address Line 1: 80 South 8th Street

Address Line 2: 2200 IDS Center

Address Line 4: Minneapolis, MINNESOTA 55402

TRADEMARK

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | M45477.00018 |
| NAME OF SUBMITTER: | Emma Newby |
| SIGNATURE: | /Emma Newby/ |
| DATE SIGNED: | 11/05/2020 |

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated October 12, 2020, is made by and between (a) SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP, a Delaware limited partnership (together with its successors and assigns, “Purchaser”), (b) BEST ENGINEERED SURFACE TECHNOLOGIES, LLC, a Texas limited liability company (“Grantor”), and (c), BEST INDUSTRIAL HOLDINGS, LLC, a Texas limited liability company (collectively with Grantor, “Debtors”), to provide a security interest in Intellectual Property pursuant to the NOTE PURCHASE AND SECURITY AGREEMENT between Purchaser and Debtors, dated as of December 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”).

WHEREAS, under the terms of the Note Purchase Agreement, certain terms of which are confidential, Grantor has conveyed a security interest in certain Intellectual Property, and Purchaser seeks to secure such security interest by recording this document;

NOW THEREFORE, the parties agree as follows:

1. Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants to Purchaser a security interest in all of Grantor’s right, title and interest in, to, and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”):

(a) the trademarks, together with the goodwill of the trademarks and the business symbolized thereby, including all common law rights, and the patents and patent applications, both United States and foreign, all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, set forth in Schedule I hereto (the “Intellectual Property”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Grantor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Grantor shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the security interest in the Intellectual Property to Purchaser or any assignee or successor thereto.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect

to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

6. Note Purchase Agreement Controlling. The Note Purchase Agreement is hereby completely incorporated into this agreement; the provisions of the Note Purchase Agreement shall control this Agreement, and in the event of a conflict between provisions of the Note Purchase Agreement and this Agreement, the Note Purchase Agreement shall be controlling.


[SIGNATURE PAGE FOLLOWS]

AGREED as of the date above written.

PURCHASER:

SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP, a Delaware limited partnership

By: SCMP MANAGEMENT II, LLC,
Its: General Partner

By: 
Name: Paul Meyering
Title: Senior Managing Director

ADDRESS:

Spell Capital Mezzanine Partners SBIC II, LP
222 South Ninth Street, Suite 2800
Minneapolis, Minnesota 55402
Attention: Paul Meyering

GRANTOR:

BEST ENGINEERED SURFACE TECHNOLOGIES, LLC,
a Texas limited liability company

ADDRESS:

1601 Elm Street, Suite 3500
Dallas, TX 75201

By: _____
Name: Will Schramme
Title: Chairman of the Board

AGREED as of the date above written.

PURCHASER:

SPELL CAPITAL MEZZANINE PARTNERS SBIC II, LP, a Delaware limited partnership

By: SCMP MANAGEMENT II, LLC,
Its: General Partner

By: _____

Name: Paul Meyering

Title: Senior Managing Director

ADDRESS:

Spell Capital Mezzanine Partners SBIC II, LP
222 South Ninth Street, Suite 2800
Minneapolis, Minnesota 55402

Attention: Paul Meyering

GRANTOR:

BEST ENGINEERED SURFACE TECHNOLOGIES, L.L.C.,
a Texas limited liability company

By: _____

Name: Will Schramme

Title: Chairman of the Board

ADDRESS:

1601 Elm Street, Suite 3500
Dallas, TX 75201

SCHEDULE I

Intellectual Property

Patents:

| Patent Family | Country | Patent number | Application Number | Issue Date |
|---------------------------|---------------|-----------------|--------------------|------------|
| Gritless conditioning pad | US | US6,632,127 | 10/091105 | 2003-10-14 |
| CVD conditioning head | Taiwan | TWI377265 | 093122205 | 2012-11-21 |
| CVD conditioning head | Malaysia | MY141135A | MYPI2004002969 | 2010-03-15 |
| CVD conditioning head | US | US7367875 | 11/165873 | 2008-05-06 |
| CVD conditioning head | Germany | 602004015294.3 | 04779199.1 | 2008-09-04 |
| CVD conditioning head | France | 1649075 | 04779199.1 | 2008-07-23 |
| CVD conditioning head | Great Britain | 1649075 | 04779199.1 | 2008-07-23 |
| CVD conditioning head | Ireland | 1649075 | 04779199.1 | 2008-09-03 |
| CVD conditioning head | Italy | 502008901669946 | 04779199.1 | 2008-07-23 |
| CVD conditioning head | Austria | AT402275T | E402275 | 2008-08-15 |
| CVD conditioning head | Netherlands | 1649075 | 04779199.1 | 2008-07-23 |

Pending patent applications

| Patent Family | Country | Filing date (priority dates) | Application Number |
|-------------------|---------------|---------------------------------------------|--------------------|
| Phoenix edge plus | PCT | 2 Aug 2019 (31 Aug 2018) (2 Oct 2018) | WO2020/044011 |
| Phoenix III | US | 20 Nov 2019 | 62937921 |
| Phoenix III | Great Britain | 2 Jan 2020 | 2000018.8 |

Trademarks:

| Trademark | Country | Filing Date | Application No. | Registration Date | Registration No. |
|---------------|---------------|-------------|-----------------|-------------------|------------------|
| AEGISGLASS | United States | 1995-05-09 | 74671935 | 1996-05-07 | 1972802 |
| DIAMONDSHIELD | United States | 2011-11-20 | 76212068 | 2001-11-20 | 2510227 |
| DIAMONEX | United States | 1991-07-22 | 74187178 | 1993-01-26 | 1747985 |
| EVERSCAN | United States | 2000-03-09 | 75939502 | 2001-11-06 | 2503675 |
| SCANSHIELD | United States | 2000-06-08 | 76065592 | 2002-06-11 | 2577381 |
| SCANSHIELD | United States | 2000-07-13 | 76090006 | 2003-07-01 | 2732640 |

| | | | | | |
|-------------------------|-----------------|------------|------------|------------|-----------|
| PHOENIX | United States | 2005-07-27 | 78679190 | 2008-01-08 | 3365644 |
| DIABOND | United States | 1998-01-20 | 75420290 | 1999-10-26 | 2288586 |
| DIAMONDSHIELD | Canada | 1997-11-17 | 861812 | 2005-03-18 | 635635 |
| PHOENIX | China | | 904380 | | 904380 |
| DIAMONDSHIELD | European Union | 1997-11-26 | 000688820 | 2000-06-05 | 000688820 |
| DIAMONEX | European Union | 2001-09-28 | 002392694 | 2003-05-21 | 002392694 |
| DIAMONEX & LOGO | European Union | 1998-01-26 | 000730457 | 1998-11-02 | 000730457 |
| PHOENIX | France | | 904380 | | 904380 |
| PHOENIX | Germany | | 904380 | | 904380 |
| PHOENIX | Italy | | 904380 | | 904380 |
| PHOENIX | Madrid Protocol | 2006-01-23 | 904380 | | 904380 |
| PHOENIX | Malaysia | 2005-07-27 | 06001231 | 2013-10-28 | 06001231 |
| PHOENIX | Singapore | | 904380 | | 904380 |
| PHOENIX | Taiwan | 2006-01-16 | 095002356 | 2006-09-16 | 1228220 |
| PHOENIX | United Kingdom | | 904380 | | 904380 |
| DIABOND | Japan | | H11-069230 | | 4396576 |
| DIABOND | Japan | | 5539/98 | | 4369185 |
| DIABOND | South Korea | | 1823/1998 | | 40-442888 |
| DIAMONEX CLEARSHIELD | Great Britain | | 1239129 | 2015-01-26 | 1239129 |

Copyrights:

None.