

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM607596

<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>
Davlyn Manufacturing Co., LLC		11/06/2020	Limited Liability Company: DELAWARE
Darco Southern, LLC		11/06/2020	Limited Liability Company: DELAWARE
Davlyn Group Holdings, LLC		11/06/2020	Limited Liability Company: DELAWARE
Norfab, LLC		11/06/2020	Limited Liability Company: DELAWARE
Amatex, LLC		11/06/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stonehenge Opportunity Fund IV, LP		
<b>Street Address:</b>	191 Nationwide Blvd., Suite 600		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2820968	DAVLYN	
<b>Registration Number:</b>	3082583	FIRESLEEVE.COM	
<b>Registration Number:</b>	6070845	HYDROWICK	
<b>Registration Number:</b>	3466267	SILCO ROPE	
<b>Registration Number:</b>	3160728	SILCO SHIELD	
<b>Registration Number:</b>	1541525	SILCO SLEEVE	
<b>Registration Number:</b>	1562162	SILCO STEEL	
<b>Registration Number:</b>	2946499	SILCO TAPE	
<b>Serial Number:</b>	88715202	DARCO SOUTHERN	
<b>Registration Number:</b>	1176193	TETRAGLAS	
<b>Registration Number:</b>	2826834	TETRAGLAS 3000	
<b>Registration Number:</b>	1164639	TETRAGLAS-T	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1193213	THERMOGLASS
Registration Number:	4896223	CHOICE
Registration Number:	4750701	TCRI
Registration Number:	4635073	CUTPRO
Registration Number:	4220544	ARCWELD
Registration Number:	3581618	OMNI-ELITE
Registration Number:	1155637	NOR*FAB

**CORRESPONDENCE DATA**

Fax Number: 6142243246

*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: 614-462-1093

Email: ipdocketcolumbus@icemiller.com

Correspondent Name: Ice Miller LLP

Address Line 1: 250 West Street, Suite 700

Address Line 4: Columbus, OHIO 43215-7509

<b>NAME OF SUBMITTER:</b>	Barbara Bacon
<b>SIGNATURE:</b>	/Barbara Bacon/
<b>DATE SIGNED:</b>	11/09/2020

**Total Attachments: 6**

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**THIS AGREEMENT IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 6, 2020, BY AND AMONG DAVLYN MANUFACTURING CO., LLC, A DELAWARE LIMITED LIABILITY COMPANY, DARCO SOUTHERN, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DAVLYN GROUP HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, NORFAB, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND AMATEX, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, WEBSTER BANK, NATIONAL ASSOCIATION, AND STONEHENGE OPPORTUNITY FUND IV, LP (“PURCHASER”) AS MAY BE AMENDED, RESTATED, SUPPLEMENTED OR MODIFIED (THE “INTERCREDITOR AGREEMENT”), AND PURCHASER, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, AND THE INTERCREDITOR AGREEMENT IS INCORPORATED HEREIN BY REFERENCE.**

### **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (“Trademark Security Agreement”), dated as of November 6, 2020, is made by and among **DAVLYN MANUFACTURING CO., LLC**, a Delaware limited liability company, **DARCO SOUTHERN, LLC**, a Delaware limited liability company, **DAVLYN GROUP HOLDINGS, LLC**, a Delaware limited liability company, **NORFAB, LLC**, a Delaware limited liability company and **AMATEX, LLC**, a Delaware limited liability company (each individually a “Issuer” and collectively, the “Issuers”) and each Additional Grantor that may become party hereto after the date hereof (each of the Grantors and each Additional Grantor being a “Grantor” and collectively the “Grantors”) in favor of **STONEHENGE OPPORTUNITY FUND IV, LP** (the “Purchaser”), having a business address of 191 Nationwide Boulevard, Suite 600, Columbus, Ohio 43215.

WHEREAS, the Grantors and the Purchaser have entered into a Senior Subordinated Note Purchase Agreement, dated as of November 6, 2020 (as amended, modified or supplemented from time to time, the “Purchase Agreement”), pursuant to which Purchaser has agreed, subject to the satisfaction of certain conditions precedent, to purchase the Notes and make other financial accommodations available to the Grantors.

WHEREAS, as a condition precedent to the purchase of the Notes by the Purchaser under the Purchase Agreement, each Grantor has executed and delivered to the Purchaser that certain Security Agreement dated as of November 6, 2020, made by and among the Grantors and the Purchaser (the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Purchaser, for the benefit of the Purchaser, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Purchaser for the benefit of the Purchaser a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) all trademarks and trademark applications, including, the trademark registrations set forth on Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of each 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 occurring 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, dilution, 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. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Purchaser.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Purchaser with respect to the Trademark Collateral are as provided by the Purchase Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

**DAVLYN MANUFACTURING CO., LLC**

DocuSigned by:  
By: Dean Emmerton  
Name: Dean Emmerton  
Title: Vice President

**DARCO SOUTHERN, LLC**

DocuSigned by:  
By: Dean Emmerton  
Name: Dean Emmerton  
Title: Vice President

**DAVLYN GROUP HOLDINGS, LLC**

DocuSigned by:  
By: Dean Emmerton  
Name: Dean Emmerton  
Title: Managing Director

**NORFAB, LLC**

DocuSigned by:  
By: Dean Emmerton  
Name: Dean Emmerton  
Title: Secretary

**AMATEX, LLC**

DocuSigned by:  
By: Dean Emmerton  
Name: Dean Emmerton  
Title: Secretary

AGREED TO AND ACCEPTED:

**STONEHENGE OPPORTUNITY FUND IV, LP**

By: Stonehenge Equity Partners IV, LLC  
Its: General Partner

By: Stonehenge Partners Corp.  
Its: Manager

By: \_\_\_\_\_  
Robert M. Eversole, Principal

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

**DAVLYN MANUFACTURING CO., LLC**

By: \_\_\_\_\_  
Name: Dean Emmerton  
Title: Vice President

**DARCO SOUTHERN, LLC**

By: \_\_\_\_\_  
Name: Dean Emmerton  
Title: Vice President

**DAVLYN GROUP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Dean Emmerton  
Title: Managing Director

**NORFAB, LLC**

By: \_\_\_\_\_  
Name: Dean Emmerton  
Title: Secretary

**AMATEX, LLC**

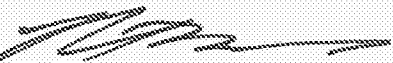
By: \_\_\_\_\_  
Name: Dean Emmerton  
Title: Secretary

AGREED TO AND ACCEPTED:

**STONEHENGE OPPORTUNITY FUND IV, LP**


By: Stonehenge Equity Partners IV, LLC  
Its: General Partner

By: Stonehenge Partners Corp.  
Its: Manager

By:  \_\_\_\_\_  
Robert M. Eversole, Principal

**SCHEDULE 1  
TRADEMARKS**

**Trademark Registrations**

<u>TM</u>	<u>RN</u>	<u>SN / AN</u>	<u>Country</u>	<u>Status</u>	<u>Filed</u>	<u>Registered</u>	<u>Owner</u>
DAVLYN	2820968	76498686	US	Registered	3/12/2003	3/9/2004	Davlyn Manufacturing Co., LLC
FRESHBEVE.COM and Design	3082583	78620132	US	Registered	4/29/2005	4/18/2006	Davlyn Manufacturing Co., LLC
							
HYDROWICK	6070845	88443546	US	Registered	5/23/2019	6/2/2020	Davlyn Manufacturing Co., LLC
SHICO ROPE	3466267	77284799	US	Registered	9/20/2007	7/15/2008	Davlyn Manufacturing Co., LLC
SHICO SHIELD	3160728	78599816	US	Registered	4/1/2005	10/17/2006	Davlyn Manufacturing Co., LLC
SHICO SLEEVE	1541525	73750839	US	Registered	9/9/1988	5/30/1989	Davlyn Manufacturing

<u>TM</u>	<u>RN</u>	<u>SN / AN</u>	<u>Country</u>	<u>Status</u>	<u>Filed</u>	<u>Registered</u>	<u>Owner</u>
							Co., LLC
SILCO STEEL	1562162	73752309	US	Registered	9/9/1988	10/24/1989	Davlyn Manufacturing Co., LLC
SILCO TAPE	2946499	76495868	US	Registered	3/7/2003	5/3/2005	Davlyn Manufacturing Co., LLC
DARCO SOUTHERN		88715202	US	Pending	12/4/2019		Darco Southern, LLC
TETRAGLAS	1176193	73250301	US	Registered	2/15/1980	11/3/1981	Darco Southern, LLC
TETRAGLAS 3000	2826834	76152941	US	Registered	10/25/2000	3/30/2004	Darco Southern, LLC
TETRAGLAS-T (Swized)	1164639	73250210	US	Registered	2/14/1980	8/11/1981	Darco Southern, LLC
<b>TETRAGLAS</b>							
THERMOGLASS	1193213	73288387	US	Registered	12/4/1980	4/6/1982	Amatex, LLC
CHOICE	4896223	86336252	US	Registered	7/14/2014	2/2/2016	Norfab, LLC
TCRI	4750701	86258792	US	Registered	4/22/2014	6/9/2015	Norfab, LLC
CUTPRO	4635073	85700355	US	Registered	8/10/2012	11/11/2014	Norfab, LLC
ARCWELD	4220544	85396293	US	Registered	8/12/2011	10/9/2012	Norfab, LLC
OMNI-PLATE	3581618	78367112	US	Registered	2/12/2004	2/24/2009	Norfab, LLC
NORFAB (Swized)	1155637	73217710	US	Registered	5/30/1979	5/26/1981	Norfab, LLC