

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Engineered Surface Technologies, LLC		09/01/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Crossfirst Bank		
Street Address:	2021 McKinney Avenue		
Internal Address:	Suite 800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: KANSAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1972802	AEGISGLASS	
Registration Number:	2510227	DIAMONDSHIELD	
Registration Number:	1747985	DIAMONEX	
Registration Number:	2503675	EVERSCAN	
Registration Number:	2577381	SCANSHIELD	
Registration Number:	2732640	SCANSHIELD	
Registration Number:	3365644	PHOENIX	
Registration Number:	2288586	DIABOND	
CORRESPONDENCE DATA			
Fax Number:	8164743216		
<i>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.</i>			
Phone:	816-474-8100		
Email:	sfaction@spencerfane.com		
Correspondent Name:	MARCIA SHUTTS, SPENCER FANE LLP		
Address Line 1:	1000 WALNUT STREET, SUITE 1400		
Address Line 4:	KANSAS CITY, MISSOURI 64106		
NAME OF SUBMITTER:	Kyle L. Elliott		

CH \$215.00 1972802

SIGNATURE:	/Kyle L. Elliott/
DATE SIGNED:	11/12/2020
Total Attachments: 6 source=-12 SecurityAgree-BestEngineered-to-Crossfirst#page1.tif source=-12 SecurityAgree-BestEngineered-to-Crossfirst#page2.tif source=-12 SecurityAgree-BestEngineered-to-Crossfirst#page3.tif source=-12 SecurityAgree-BestEngineered-to-Crossfirst#page4.tif source=-12 SecurityAgree-BestEngineered-to-Crossfirst#page5.tif source=-12 SecurityAgree-BestEngineered-to-Crossfirst#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”), dated September 1, 2020, is made by and between (a) CROSSFIRST BANK, a Kansas state-chartered bank (together with its successors and assigns, “Lender”), (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 AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT between Lender and Debtors, dated August 31, 2020 (the “Loan Agreement”).

WHEREAS, under the terms of the Loan Agreement, certain terms of which are confidential, Grantor has conveyed a security interest in certain Intellectual Property, and Lender 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 Lender 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 Lender. Following the date hereof, upon Lender's reasonable request, Grantor shall take such steps and actions, and provide such cooperation and assistance to Lender 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 Lender 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

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

[SIGNATURE PAGE FOLLOWS]

AGREED as of the date above written.

LENDER:

CROSSFIRST BANK,
a Kansas state-chartered bank

By: Olivia Bock
Name: Olivia Bock
Title: Commercial Banker

ADDRESS:

2021 McKinney Avenue, Suite 800
Dallas, TX 75201

GRANTOR:

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

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

ADDRESS:

1601 Elm Street, Suite 3500
Dallas, TX 75201

SCHEDULE I

LOCATION OF COLLATERAL

1. 1820 Avenue A, Kissimmee, Florida 34758
2. 15 Wall Street, Bristol, Rhode Island 02809-3614
3. 5000 Mercantile Lane, Kissimmee, Florida 34758
4. 10 New Road, East Providence, Rhode Island 02916
5. 7331 William Avenue, Allentown, Pennsylvania 18106

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.