

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Miller Paint Co., Inc.		11/23/2020	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	5910 N. Central Expressway, Suite 1900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	75094805	ACRIMETAL	
Serial Number:	74578188	ACRINAMEL	
Serial Number:	76307974	ACRYLITEX	
Serial Number:	90244831	COLOREVOLUTION	
Serial Number:	87094894	EASY SAND	
Serial Number:	76572441	EVOLUTION	
Serial Number:	74578190	KRIL	
Serial Number:	88353075	MADE HERE. FOR HERE.	
Serial Number:	75006650	MILASTIC	
Serial Number:	74579481	MILLER	
Serial Number:	74579425	MILLER PAINTS TRADE MARK	
Serial Number:	87094902	QWIK PREP	
Serial Number:	87094898	SMOOTH WALL	
Serial Number:	74579164	TUFF-TREAD	
Serial Number:	87094903	VAPOR PRIME	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$390.00 75094805

Email: mwinston@sheppardmullin.com
Correspondent Name: Marshaya Winston
Address Line 1: 2200 Ross Avenue, 24th Floor
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 13EB-323219

NAME OF SUBMITTER: Marshaya Winston

SIGNATURE: /s/ Marshaya Winston

DATE SIGNED: 11/23/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "IP Security Agreement") is made as of November 23, 2020, between **MILLER PAINT CO., INC.**, an Oregon corporation ("Grantor") and **UMB BANK, N.A.** (together with its successors and assigns, the "Lender"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof, between Grantor and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed, subject to the terms and conditions set forth therein, to make certain loans to Borrowers; and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor executes and delivers this IP Security Agreement to Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Grantor pursuant to the Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of Grantor's Obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to all Intellectual Property rights held by Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property and any Excluded Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(e) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(f) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and Grantor shall give notice thereof in writing to Lender within thirty (30) days of the end of the applicable fiscal quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5. Power of Attorney. Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto), but after providing notice to Grantor, Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Copyright Office, the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office;

responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all Borrowers' Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured Lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

8. Governing Law. THIS IP SECURITY AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS IP SECURITY AGREEMENT AND OF ANY PROVISION OF THIS IP SECURITY AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS NOT INCLUDING CONFLICTS OF LAWS RULES.

[Remainder of Page Intentionally Left Blank; Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

MILLER PAINT CO., INC.,
an Oregon corporation

By: 

Name: Jason Palumbis


Title: Chief Executive Officer

[Signatures continued on following page]

(Signature Page to Intellectual Property Security Agreement)

LENDER:

UMB BANK, N.A.

By: 
Name: Andrew Forner
Title: Vice President

(Signature Page to Intellectual Property Security Agreement)

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None.

Pending Copyright Applications

None.

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications


None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademark Applications

MARK	COUNTRY	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE	GOODS / SERVICES	STATUS	OWNER
ACRIMETAL	USA	75094805	01/21/1997	2,107,918	10/21/1997	Exterior paint	REGISTERED	Miller Paint Co., Inc.
ACRINAMEL	USA	74578188	09/26/1994	1,917,516	09/12/1995	Interior and exterior paint	REGISTERED	Miller Paint Co., Inc.
ACRYLITEX (Stylized)	USA	76307974	09/04/2001	2,731,291	07/01/2003	Interior and exterior coatings and paint products, namely, paint primers and house paints used in residential and commercial building	REGISTERED	Miller Paint Co., Inc.
<i>A</i> <i>AcrylItex</i>								
COLOREVOLUTION	USA	90244831	10/09/2020			Paint color sample chips, sample color sheets, and color fan decks used for the selection of paint colors	PENDING	Miller Paint Co., Inc.
EASY SAND	USA	87094894	07/06/2016	5,163,273	03/14/2017	Primer	REGISTERED	Miller Paint Co., Inc.
EVOLUTION	USA	76572441	01/23/2004	3,059,326	02/14/2006	Paint	REGISTERED	Miller Paint Co., Inc.
KRIL	USA	74578190	09/26/1994	1,932,925	11/07/1995	Interior and exterior paint and primer-sealer	REGISTERED	Miller Paint Co., Inc.
MADE HERE. FOR HERE.	USA	88353075	03/22/2019			Paints	REGISTERED	Miller Paint Co., Inc.
MILLASTIC	USA	75000650	10/17/1995	2,041,431	02/25/1997	Exterior paint	REGISTERED	Miller Paint Co., Inc.
MILLER	USA	74579481	09/28/1994	1,939,566	09/12/1995	Protective and decorative coatings, namely, paints, varnishes, lacquers, shellacs, primers, base-coats, paint sealers, linseed oil, tung oil, paint thinners, lacquer thinners, shellac thinners, wood stains, paste wood	REGISTERED	Miller Paint Co., Inc.

MARK	COUNTRY	SERIAL NO.	FILE DATE	REG. NO.	REG. DATE	GOODS / SERVICES	STATUS	OWNER
								
MILLER PAINTS TRADE MARK	USA	74579425	09/28/1994	1,927,872	10/17/1995	fillers, and wood bleach, all for interior, exterior, household, commercial, and industrial use	REGISTERED	Miller Paint Co., Inc.
QWIK PREP	USA	87094902	07/06/2016	5,194,587	05/02/2017	Protective and decorative coatings, namely paints, varnishes, lacquers, shellacs, primers, base-coats, paint sealers, linseed oil, tung oil, paint thinners, lacquer thinners, shellac thinners, wood stains, paste wood fillers, and wood bleach, all for interior, exterior, household, commercial, and industrial use	REGISTERED	Miller Paint Co., Inc.
SMOOTH WALL	USA	87094898	07/06/2016	5,163,274	03/14/2017	Primer	REGISTERED	Miller Paint Co., Inc.
TUFF-TREAD	USA	74579164	09/27/1994	1,927,866	10/17/1995	Interior and exterior floor enamel in the nature of paint	REGISTERED	Miller Paint Co., Inc.
VAPOR PRIME	USA	87094903	07/06/2016	5,163,275	03/14/2017	Primer	REGISTERED	Miller Paint Co., Inc.

Pending Trademark Applications

None.

Unregistered Trademarks

None.