

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM612881

<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>
Sturgeon Holdco 2020, LLC (DBA ABX Solutions, LLC), as Grantor		11/30/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company, as Administrative Agent		
<b>Street Address:</b>	One Fountain Plaza, 3rd Floor		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3826642	CLEAR-SEAL	
<b>Registration Number:</b>	3370615	STEAM QUICK	
<b>Registration Number:</b>	3359754	MARVELPEEL	
<b>Registration Number:</b>	2973091	MARVELSEAL	
<b>Registration Number:</b>	3491655	MARVELPEEL	
<b>Registration Number:</b>	4777755	MARVEL	
<b>Registration Number:</b>	4507066	MARVELCOTE-E	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127557306		
<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>			
<b>Phone:</b>	2123263939		
<b>Email:</b>	elabarge@jonesday.com		
<b>Correspondent Name:</b>	Jenny A. Whalen-Ball		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 2:</b>	Jones Day		
<b>Address Line 4:</b>	New York, NEW YORK 10281-1047		
<b>ATTORNEY DOCKET NUMBER:</b>	566740-625014		

CH \$190.00 3826642

<b>NAME OF SUBMITTER:</b>	Jenny A. Whalen-Ball
<b>SIGNATURE:</b>	/Jenny A. Whalen-Ball/
<b>DATE SIGNED:</b>	12/07/2020
<b>Total Attachments: 4</b> source=Project Sturgeon - Trademark Security Agreement (Sturgeon Holdco 2020 LLC) Executed#page1.tif source=Project Sturgeon - Trademark Security Agreement (Sturgeon Holdco 2020 LLC) Executed#page2.tif source=Project Sturgeon - Trademark Security Agreement (Sturgeon Holdco 2020 LLC) Executed#page3.tif source=Project Sturgeon - Trademark Security Agreement (Sturgeon Holdco 2020 LLC) Executed#page4.tif	

**GRANT OF A SECURITY INTEREST – TRADEMARKS**

This Trademark Security Agreement (this “Agreement”) is made as of November 30, 2020, by Sturgeon Holdco 2020, LLC (to be known as ABX Solutions, LLC), a Delaware limited liability company (“Grantor”), in favor of Manufacturers and Traders Trust Company, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the U.S. Trademarks listed on the attached Schedule A (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of November 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations except to the extent constituting Excluded Assets.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

**Notwithstanding anything to the contrary contained herein, in the event of a conflict or inconsistency between the terms of this Agreement and the terms of any Intercreditor Agreement (as defined in the Credit Agreement), the terms of such Intercreditor Agreement (as defined in the Credit Agreement) shall prevail.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

STURGEON HOLDCO 2020, LLC

By: 

Name: William Timmerman

Title: Vice President

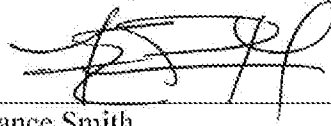
*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007126 FRAME: 0112**

Agreed and Accepted:

**MANUFACTURERS AND TRADERS TRUST  
COMPANY,**  
as Administrative Agent

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'Lance Smith', written over a horizontal dotted line.

Name: Lance Smith

Title: Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 007126 FRAME: 0113**

**SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS**

Trademarks

<b>Owner</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
Sturgeon Holdco 2020, LLC	CLEAR-SEAL	US	3826642	07/27/2010
Sturgeon Holdco 2020, LLC	STEAM QUICK	US	3370615	01/15/2008
Sturgeon Holdco 2020, LLC	MARVELPEEL	US	3359754	12/25/2007
Sturgeon Holdco 2020, LLC	MARVELSEAL	US	2973091	07/19/2005
Sturgeon Holdco 2020, LLC	MARVELPEEL	US	3491655	08/26/2008
Sturgeon Holdco 2020, LLC	MARVEL	US	4777755	07/21/2015
Sturgeon Holdco 2020, LLC	MARVELCOTE-E	US	4507066	04/01/2014