

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM618543

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900578800

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
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

## RECEIVING PARTY DATA

<b>Name:</b>	Webster Bank, National Association
<b>Street Address:</b>	1 Fayette Street, Suite 400
<b>City:</b>	Conshohocken
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19428
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2820968	DAVLYN
Registration Number:	3082583	FIRESLEEVE.COM
Registration Number:	6070845	HYDROWICK
Registration Number:	3466267	SILCO ROPE
Registration Number:	3160728	SILCO SHIELD
Registration Number:	1541525	SILCO SLEEVE
Registration Number:	1562162	SILCO STEEL
Registration Number:	2946499	SILCO TAPE
Registration Number:	1176193	TETRAGLAS
Registration Number:	2826834	TETRAGLAS 3000
Registration Number:	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
Serial Number:	88715202	DARCO SOUTHERN

**CORRESPONDENCE DATA**

**Fax Number:** 6175236850

*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:** 617-523-2700

**Email:** susan.dinicola@hkllaw.com

**Correspondent Name:** Holland & Knight LLP

**Address Line 1:** 10 St. James Avenue

**Address Line 4:** Boston, MASSACHUSETTS 02116

**ATTORNEY DOCKET NUMBER:** 046571.00005

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 01/05/2021

**Total Attachments: 7**

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**AMENDED AND RESTATED**

**TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED 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 (“Davlyn”), **DARCO SOUTHERN, LLC**, a Delaware limited liability company (“Darco”), and **DAVLYN GROUP HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), **NORFAB, LLC**, a Delaware limited liability company (“Norfab”), and **AMATEX, LLC**, a Delaware limited liability company (“Amatex” and together with Davlyn, Darco, Holdings and Norfab, each individually a “Borrower” and collectively, the “Borrowers”) and each Additional Grantor that may become a party hereto after the date hereof (each of the Grantors and each Additional Grantor being a “Grantor” and collectively the “Grantors”) in favor of **WEBSTER BANK, NATIONAL ASSOCIATION** (the “Lender”), having a business address of 1 Fayette Street, Suite 400, Conshohocken, Pennsylvania 19428.

WHEREAS, Davlyn, Darco, Holdings and the Lender are party to a Trademark Security Agreement, dated as of April 12, 2018 (the “Existing Trademark Security Agreement”) delivered in connection with a Credit Agreement, dated as of April 12, 2018, by and among Davlyn, Darco, Holdings and the Lender, as amended (the “Existing Credit Agreement”);

WHEREAS, The parties hereto are amending and restating the Existing Credit Agreement, with an Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time, the “Credit Agreement), pursuant to which Lender has agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Grantors;

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Loan Agreement, each Grantor has executed and delivered to the Lender that certain Amended and Restated Security Agreement dated as of the date hereof, made by and among the Grantors and the Lender (the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lender, for the benefit of the Lender, 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 Lender for the benefit of the Lender 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 Lender.

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 Lender with respect to the Trademark Collateral are as provided by the Credit 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.

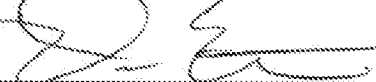
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, 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).

7. Effect on Existing Trademark Security Agreement. Notwithstanding that this Agreement is amending and restating the Existing Trademark Security Agreement as of the date hereof, nothing contained herein shall be deemed to cause a novation of any transfers, conveyances or transactions which were effected under the Existing Trademark Security Agreement.

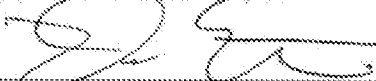
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated 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

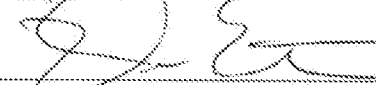
**DARCO SOUTHERN, LLC**

By:   
Name: Dean Emmerton  
Title: Vice President

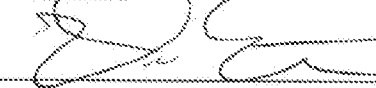
**DAVLYN GROUP HOLDINGS, LLC**

By:   
Name: Dean Emmerton  
Title: Managing Director

**NOREAB, LLC**

By:   
Name: Dean Emmerton  
Title: Secretary

**AMATEX, LLC**

By:   
Name: Dean Emmerton  
Title: Secretary

Agreed and accepted by:

**WEBSTER BANK, NATIONAL  
ASSOCIATION,**  
as Lender

By: \_\_\_\_\_  
Name: Kent Nelson  
Title: Senior Vice President

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated 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:  
Title:

**DARCO SOUTHERN, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**DAVLYN GROUP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**NORFAB, LLC**

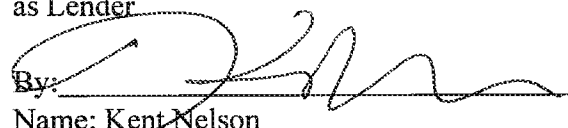
By: \_\_\_\_\_  
Name:  
Title:

**AMATEX, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Agreed and accepted by:


**WEBSTER BANK, NATIONAL  
ASSOCIATION,  
as Lender**

By:   
Name: Kent Nelson  
Title: Senior Vice President

**SCHEDULE 1  
TRADEMARKS**

**U.S. Trademark Registrations and Trademark Applications**

<u>Mark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filed</u>	<u>Registered</u>	<u>Owner</u>
<u>DAVLYN</u>	2820968	76498686	US	3/12/2003	3/9/2004	Davlyn Manufacturing Co., LLC
<u>FIRESLEEVE.COM</u> and Design 	3082583	78620132	US	4/29/2005	4/18/2006	Davlyn Manufacturing Co., LLC
<u>HYDROWICK</u>	6070845	88443546	US	5/23/2019	6/2/2020	Davlyn Manufacturing Co., LLC
<u>SILCO ROPE</u>	3466267	77284799	US	9/20/2007	7/15/2008	Davlyn Manufacturing Co., LLC
<u>SILCO SHIELD</u>	3160728	78599816	US	4/1/2005	10/17/2006	Davlyn Manufacturing Co., LLC
<u>SILCO SLEEVE</u>	1541525	73750839	US	9/9/1988	5/30/1989	Davlyn Manufacturing Co., LLC
<u>SILCO STEEL</u>	1562162	73752309	US	9/9/1988	10/24/1989	Davlyn Manufacturing Co., LLC
<u>SILCO TAPE</u>	2946499	76495868	US	3/7/2003	5/3/2005	Davlyn Manufacturing Co., LLC
<u>DARCO SOUTHERN</u>		88715202	US	12/4/2019		Darco Southern, LLC

<u>Mark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Country</u>	<u>Filed</u>	<u>Registered</u>	<u>Owner</u>
<u>TETRAGLAS</u>	1176193	73250301	US	2/15/1980	11/3/1981	Darco Southern, Inc.
<u>TETRAGLAS 3000</u>	2826834	76152941	US	10/25/2000	3/30/2004	Darco Southern, Inc.
<u>TETRAGLAS-T</u> 	1164639	73250210	US	2/14/1980	8/11/1981	Darco Southern, Inc.
<u>THERMOGLASS</u>	1193213	73288387	US	12/4/1980	4/6/1982	Amatex, LLC
<u>CHOICE</u>	4896223	86336252	US	7/14/2014	2/2/2016	Norfab, LLC
<u>TCRI</u>	4750701	86258792	US	4/22/2014	6/9/2015	Norfab, LLC
<u>CUTPRO</u>	4635073	85700355	US	8/10/2012	11/11/2014	Norfab, LLC
<u>ARCWELD</u>	4220544	85396293	US	8/12/2011	10/9/2012	Norfab, LLC
<u>OMNI-ELITE</u>	3581618	78367112	US	2/12/2004	2/24/2009	Norfab, LLC
<u>NOR*FAB (Stylized)</u>	1155637	73217710	US	5/30/1979	5/26/1981	Norfab, LLC

**Foreign Trademark Registrations and Applications**

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
<u>Firesleeve.com &amp; Design</u>	CA	TMA727174	10/28/2008	Davlyn Manufacturing Co., LLC
<u>Silco Sleeve</u>	CA	TMA381075	03/08/1991	Davlyn Manufacturing Co., LLC
<u>Silco Steel</u>	CA	TMA381849	03/22/1991	Davlyn Manufacturing Co., LLC
<u>Wearguard and Design</u>	CA	TMA783532	11/26/2010	Davlyn Manufacturing Co., LLC



**Trademark Applications**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Owner</u></b>
<u>Davlyn</u>	CA	2015470	10/19/2019	Davlyn Manufacturing Co., LLC