

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Janesville, LLC		02/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Santander Bank, N.A.		
Street Address:	75 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4664751	AEROTEX	
Registration Number:	4629970	DURATEX	
Registration Number:	1048153	MARABOND	
Registration Number:	1041359	MARATEX	
Registration Number:	4345315	POLYTEX	
Registration Number:	1492289	PROFILE	
Registration Number:	2536226	SYNTEX	
Registration Number:	2536227	SYNTEX PLUS	
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>			
Phone:	212-660-3052		
Email:	mpalmisciano@sullivanlaw.com		
Correspondent Name:	Michael S. Palmisciano		
Address Line 1:	1633 Broadway		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Michael S. Palmisciano		
SIGNATURE:	/Michael S. Palmisciano/		

CH \$215.00 4664751

DATE SIGNED:	02/05/2021
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Total Attachments: 3

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GRANT OF SECURITY INTEREST– TRADEMARKS

February 5, 2021

WHEREAS, JANESVILLE, LLC, a Delaware limited liability company (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into that certain Second Amended and Restated Security Agreement, dated February 5, 2021 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of SANTANDER BANK, N.A., as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks (other than intent-to-use trademark applications for which no statement of use has been filed with the U.S. Patent and Trademark Office), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the obligations of an Obligor set forth in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the obligations of an Obligor set forth in the Security Agreement.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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. In the event of a conflict between this Grant of Security Interest and the Security Agreement, the Security Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the date first written above.

JANESVILLE, LLC

By: 
Name: Derek Flanagan
Title: Treasurer

[Signature Page to Grant of Security Interest]

SCHEDULE A TO GRANT OF SECURITY INTEREST

<u>Owner</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Janesville, LLC	AEROTEX	4,664,751	12/12/2013	12/30/2014
Janesville, LLC	DURATEX	4,629,970	02/03/2014	10/28/2014
Janesville, LLC	E2E	88/357581	3/26/2019	Intent to use
Janesville, LLC	MARABOND	1,048,153	1/2/1975	9/14/1976
Janesville, LLC	MARATEX	1,041,359	1/2/1975	6/15/1976
Janesville, LLC	POLYTEX	4,345,315	4/10/2012	6/4/2013
Janesville, LLC	PROFILE	1,492,289	4/7/1987	6/14/1988
Janesville, LLC	RECYCLATHERM	88/357589	03/26/2019	Intent to use
Janesville, LLC	SYNTEX	2,536,226	1/10/2001	2/5/2002
Janesville, LLC	SYNTEX PLUS	2,536,227	1/10/2001	2/5/2002
Janesville, LLC	VERSACOVER	88853940	03/21/20	Intent to use