

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616930

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Transhield Inc.		12/04/2020	Corporation:
Transhield DE MEXICO S DE R.L. DE C.V.		12/04/2020	Corporation:
TS Buyer Corp.		12/04/2020	Corporation:
TS Parent LLC		12/04/2020	Corporation:

RECEIVING PARTY DATA

Name:	First American Bank
Street Address:	1650 Louis Avenue
City:	Elk Grove Village
State/Country:	ILLINOIS
Postal Code:	60007
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1050284	CORKY
Registration Number:	0074212	
Registration Number:	0090906	
Registration Number:	1079979	RASMUS
Registration Number:	4222105	RODEO
Registration Number:	3058810	POWERSHIP CULTURESCAPE
Registration Number:	625170	
Registration Number:	2366164	CADMELEON
Registration Number:	0007854	
Registration Number:	2249658	ABOUTFACE
Serial Number:	77951422	ARMORDILLO
Serial Number:	76118640	THE SHRINKABLE FABRIC
Serial Number:	87615648	TOPCURE
Serial Number:	88401915	TOPCURE
Serial Number:	86618256	TRANSCAN

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	76130129	TRANSHIELD
Serial Number:	76125585	TRANSHIELD
Serial Number:	88464253	TRANSTAPE
Serial Number:	85526791	VCI+B

CORRESPONDENCE DATA

Fax Number:

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: 7082149198
Email: trademarks@gouldratner.com
Correspondent Name: David Newman
Address Line 1: 222 N. LaSalle Street
Address Line 2: suite 300
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	David Newman
SIGNATURE:	/David Newman/
DATE SIGNED:	12/28/2020

Total Attachments: 27

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) dated as of December [4], 2020, is entered into among is executed by TRANSHIELD, INC., an Indiana corporation (the “*Borrower*”), TS BUYER CORP., a Delaware corporation (“*Buyer Corp*”), TS PARENT, LLC, a Delaware limited liability company (“*Parent*”), TRANSHIELD DE MEXICO, S DE R. L. DE C. V., a Mexico limited liability variable stock corporation (“*MexSub*”) and each other Person that becomes a party hereto by execution of a Security Joinder Agreement (collectively with the Borrower, Buyer Corp, Parent, and MexSub, the “*Grantors*” and each a “*Grantor*”), to and for the benefit of FIRST AMERICAN BANK, an Illinois banking corporation (the “*Bank*”).

WITNESSETH:

WHEREAS, Bank and Grantors are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or modified from time to time, the “*Loan Agreement*”);

WHEREAS, to secure the Grantors’ obligations under the Loan Agreement, Grantors are required to grant to the Bank a security interest in substantially all of their assets, including, without limitation, patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, goodwill and licenses, and all proceeds thereof;

WHEREAS, each Grantor will obtain substantial direct and indirect financial and other benefits from the Loans from time to time made or to be made by the Bank to the Borrower pursuant to the Loan Agreement and the other Loan Documents, and accordingly, each Grantor desires to enter into this Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the Loans to be made thereunder that Grantors execute and deliver this Agreement to the Bank.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors (intending to be legally bound) hereby agrees as follows:

1. **Defined Terms from Loan Agreement.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Security Interest in Intellectual Property.** To secure the complete satisfaction and payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by the Borrower to the Bank, including, without limitation, all of the Obligations (collectively, the “*Obligations*”), the Grantors hereby grant a security interest and lien to the Bank, having priority over all other security interests and liens, with power of sale, upon the occurrence of an Event of Default, in and to any and all of each Grantor’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the “*Intellectual Property*”):

(a) (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule I attached hereto and hereby made a part hereof; (ii) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (iii) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and

payments for past or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (ii)-(v) of this subsection (a)2(a), are sometimes hereinafter referred to individually as a “*Patent*” and, collectively, as the “*Patents*”); and

(b) (i) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Schedule II attached hereto and hereby made a part hereof; (ii) all renewals or extensions thereof; (iii) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (ii)-(v) of this subsection 2(b), are sometimes hereinafter referred to individually as a “*Trademark*” and, collectively, as the “*Trademarks*”); provided, however, that the Trademarks shall not include any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law and, after such period, such interest in such trademark or service mark application shall be subject to a security interest in favor of the Bank and shall be included in the Trademarks; and

(c) license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark, or any application or registration thereof or any other trade name or tradestyle between a Grantor and any other party, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule III attached hereto and hereby made a part hereof (all of the foregoing license agreements and each Grantor’s rights thereunder are referred to collectively as the “*Licenses*”); and

(d) the goodwill of each Grantor’s business connected with and symbolized by the Trademarks; and

(e) (i) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Schedule IV attached hereto and made a part hereof; (ii) renewals or extensions thereof; (iii) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (ii)-(v), are sometimes hereinafter individually and/or collectively referred to as the “*Copyrights*”); and

(f) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by each Grantor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the “*Trade Secrets*”).

3. Representations and Warranties. Each Grantor hereby represents and warrants to the Bank, which representations and warranties shall survive the execution and delivery of this Agreement, that as of the date hereof:

(a) To the best of the Grantor's knowledge, none of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(b) Each of the Intellectual Property material to the Grantor's business is valid and enforceable, and the Grantor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(c) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by the Grantor not to sue third persons, except for any applicable Permitted Liens;

(d) Grantor has adopted, used and is currently using all of the Trademarks, and to the best of the Grantor's knowledge, Grantor's use thereof does not infringe the intellectual property rights of any person or entity;

(e) Grantor has no notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(f) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms, this Agreement has been executed and delivered by a duly authorized officer of the Grantor, and this Agreement is a legally valid and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(g) No trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(h) The Licenses listed on Schedule III, complete copies of which have been provided to the Bank, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). To the Grantor's best knowledge, each of the Licenses listed on Schedule III is in full force and effect and has not been amended or abrogated and there is no default under any of such listed Licenses; and

(ix) To the best knowledge of Grantor, none of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of the Grantor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. Each Grantor agrees that until all Obligations shall have been satisfied and paid in full and the Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of the Bank (except to the extent permitted by the Loan Agreement), sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for such action in the ordinary course of the Grantor's business), and each

Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to the Bank under this Agreement; provided, however, in the case of expiring Intellectual Property Grantors shall not, in their reasonable business judgement, be required to renew or refile such applications unless otherwise requested by the Bank in its sole discretion.

5. New Intellectual Property. Each Grantor hereby represents and warrants to the Bank that the Intellectual Property listed on Schedule I, Schedule II, Schedule III and Schedule IV, respectively, constitute all of the Intellectual Property registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress now owned by Grantor. If, before all Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, any Grantor shall (a) become aware of any such existing Intellectual Property of which such Grantor has not previously informed the Bank, (b) obtain rights to any new patentable inventions or other Intellectual Property, or (c) become entitled to the benefit of any such Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and the Grantor shall give to the Bank prompt written notice thereof. Each Grantor hereby authorizes the Bank to modify this Agreement by amending Schedule I, Schedule II, Schedule III and/or Schedule IV, as applicable, to include any such Intellectual Property, and to file or refile this Agreement with the U.S. Patent and Trademark Office and the U.S. Copyright Office or Library of Congress. Upon the Bank's reasonable request, each Grantor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve the Bank's security interest in each Grantor's Patents, Trademarks and Copyrights to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress that are added to Schedule I, Schedule II, Schedule III and Schedule IV pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property collaterally assigned hereunder and (ii) the indefeasible payment in full of all Obligations and the termination of the Loan Agreement. Each Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by the Bank of all Intellectual Property shall be worldwide and as extensive as the rights of each Grantor to use such Intellectual Property, and without any liability for royalties or other related charges from the Bank to the Grantors. Upon the occurrence and during the continuance of any Event of Default, and provided that the Bank has acquired such Intellectual Property through the exercise of the Bank's remedies in accordance with the UCC (to the extent applicable) and any other applicable law, each Grantor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to the Bank as assignee of the applicable Grantor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to the Bank as assignee of the applicable Grantor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to the Bank as assignee of the applicable Grantor's entire interest therein and in the goodwill of such Grantor's business connected therewith and symbolized thereby.

7. Effect on Loan Agreement. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan

Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

8. Bank's Right to Inspect; Trademark Quality Control. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such additional product quality controls as the Bank, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantors under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred and the Bank has acquired such Intellectual Property through the exercise of the Bank's remedies in accordance with the UCC (if applicable) or other applicable law, the Bank agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to an Event of Default.

9. Release of Agreement. Upon the payment and performance in full of the Obligations, this Agreement shall terminate, and the Bank shall execute and deliver any document or instrument (in recordable form, as applicable) reasonably requested by a Grantor, at Grantor's sole cost and expense, as shall be necessary to evidence or confirm termination of the security interest granted by a Grantor to the Bank hereunder. At such time, the Grantor shall be entitled to file or record such instruments and documents as may be necessary or advisable to evidence or confirm the termination of the Bank's security interest provided hereby.

10. Expenses. The Bank shall be entitled to the reimbursement of costs, fees and expenses in accordance with Section 13.19 of the Loan Agreement.

11. Duties of Grantors. Each Grantor shall have the duty to the extent commercially reasonable and in Grantor's good faith business judgment: to (a) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full and the Loan Agreement has been terminated; (b) make application on unpatented but patentable inventions and on trademarks and service marks; (c) preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Grantor in its Trademarks), and (d) ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with each Grantor's obligations under this Section 11 shall be borne by Grantors. No Grantor shall knowingly and unreasonably abandon any right to file any patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, in each case to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress without the prior written consent of the Bank, which consent shall not be unreasonably withheld or delayed.

12. Bank's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property to be registered with the U.S. Patent and Trademark Office and the U.S. Copyright Office/Library of Congress, and, if the Bank shall commence any such suit, each Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by the Bank in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all costs and expenses (including, without

limitation, reasonable attorneys' fees) incurred by the Bank in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between the Grantors and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of the Bank's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes the Bank upon the occurrence and during the continuance of an Event of Default to make, constitute, and appoint any officer or agent of the Bank as the Bank may select, in its sole discretion, as each Grantor's true and lawful attorney-in-fact, with power to (a) endorse each Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Intellectual Property, or (b) take any other actions with respect to the Intellectual Property as the Bank deems to be in the best interest of the Bank, or (c) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (d) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement has been terminated.

17. Indemnification. Each Pledgor, jointly and severally, agrees to indemnify and hold harmless the Bank and each Indemnified Party (as such term is defined in the Loan Agreement) in accordance with Section 13.20 of the Loan Agreement.

18. Binding Effect; Benefits. This Agreement shall be binding upon each Grantor and its respective successors and permitted assigns, and shall inure to the benefit of the Bank, its successors, nominees and assigns; provided, however, a Grantor shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the Bank.

19. Governing Law. This Agreement shall be delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Illinois (but giving effect to federal laws applicable to national banks) applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same

Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

21. Further Assurances. Each Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Banks shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Each Grantor acknowledges that a copy of this Agreement will be filed by the Bank with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Grantors.

22. Survival of Representations. All representations and warranties of each Grantor contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of the Bank at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of the Grantors, each Grantor agrees to take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by the Bank to collaterally assign any and all of the Grantor's material foreign patent, copyright, and trademark registrations and applications now owned or hereafter acquired to and in favor of the Bank. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications, without any action required by any person or entity.

24. Venue: Jury Trial Waiver.

(a) ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF COOK COUNTY, CHICAGO IN THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE BANK FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH OBLIGOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF COOK COUNTY, CHICAGO IN THE STATE OF ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH OBLIGOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH OBLIGOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(b) **THE BANK AND EACH OBLIGOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO**

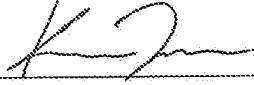
ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, THE COLLATERAL, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE BANK AND AN OBLIGOR ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK GRANTING ANY FINANCIAL ACCOMMODATION TO THE OBLIGORS.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has duly executed this Intellectual Property Security Agreement in favor of the Bank, as of the date first written above.

GRANTORS:

TRANSHIELD, INC.,
an Indiana corporation

By: 
Name: Konrad Bereza
Title: Chief Financial Officer

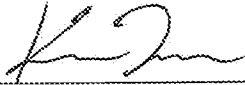
TS BUYER CORP.,
a Delaware corporation

By: _____
Name: Raymond H. Kingsbury
Title: Vice President

TS PARENT, LLC,
a Delaware limited liability company

By: _____
Name: Raymond H. Kingsbury
Title: Vice President

TRANSHIELD DE MEXICO, S DE R. L. DE C. V.,
a Mexico limited liability variable stock corporation

By: 
Name: Konrad Bereza
Title: Authorized Signatory

IN WITNESS WHEREOF, each Grantor has duly executed this Intellectual Property Security Agreement in favor of the Bank, as of the date first written above.

GRANTORS:

TRANSHIELD, INC.,
an Indiana corporation

By: _____
Name: Konrad Bereza
Title: Chief Financial Officer

TS BUYER CORP.,
a Delaware corporation

By: 
Name: Raymond H. Kingsbury
Title: Vice President

TS PARENT, LLC,
a Delaware limited liability company

By: 
Name: Raymond H. Kingsbury
Title: Vice President

TRANSHIELD DE MEXICO, S DE R. L. DE C. V.,
a Mexico limited liability variable stock corporation

By: _____
Name: Konrad Bereza
Title: Authorized Signatory

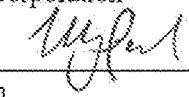
ACKNOWLEDGED AND ACCEPTED:

FIRST AMERICAN BANK,
an Illinois banking corporation

By: _____

Name: Matt Paasch

Title: Senior Vice President



SCHEDULE I

PATENTS

Grantor: TS Buyer Corp.

- None.

Grantor: TS Parent LLC

- None.

Grantor: Transhield, Inc.

- See following page.

Grantor: Transhield De Mexico, S de R. L. de C. V.

- See following page.

<i>Title</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Status</i>	<i>Expiration</i>
ADHESIVE COMPOSITION AND METHOD LAMINATED FABRICS AND PROTECTIVE COVERS WITH POST-INDUSTRIAL AND/OR POST-CONSUMER CONTENT AND METHODS OF MAKING LAMINATED FABRICS AND PROTECTIVE COVERS WITH POST-INDUSTRIAL AND/OR POST-CONSUMER CONTENT	United States	14/503842	10-1-2014	9718998	8-1-2017	Issued	11-24-2029
MATERIAL FOR PROTECTING ARTICLES HAVING A NONWOVEN FABRIC BONDED TO A SHRINK FILM BY AN ADHESIVE APPLIED TO THE FILM IN A PRE-DETERMINED PATTERN	United States	09/664896	9-19-2000	6562740	5-13-2003	Issued	1-12-2021
	United States	62/923739	10-21-2019			Pending	

<i>Title</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Status</i>	<i>Expiration</i>
MATERIAL FOR PROTECTING ARTICLES HAVING A NONWOVEN FABRIC BONDED TO A SHRINK FILM BY AN ADHESIVE APPLIED TO THE FILM IN A PRE-DETERMINED PATTERN	United States	10/079642	2-20-2002	6875712	4-5-2005	Issued	9-19-2020
METHODS AND APPARATUSES FOR CURING CONCRETE	United States	16/037106	7-17-2018	10675779	6-9-2020	Issued	7-17-2038
METHODS AND APPARATUSES FOR CURING CONCRETE	United States	16/800213	2-25-2020			Pending	
PROTECTIVE COMPOSITE FABRICS AND METHODS OF MANUFACTURING AND USE (XT2)	United States	63/028814	5-22-2020			Pending	5-22-2021 (deadline to file utility application and foreign filing)
PROTECTIVE COVERS AND METHODS OF MANUFACTURE AND USE (XT2020)	United States	16/881515	5-22-2020			Pending	
SHRINK WRAP MATERIAL HAVING REINFORCING SCRIM AND	United States	09/689449	10-12-2000	6696120	2-24-2004	Issued	3-5-2021

<i>Title</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Status</i>	<i>Expiration</i>
METHOD FOR ITS MANUFACTURE SHRINK WRAP MATERIAL HAVING REINFORCING SCRIM AND METHOD FOR ITS MANUFACTURE VAPOR PERMEABLE FABRIC CONSTRUCTS	United States	10/654533	9-3-2003	7074288	7-11-2006	Issued	5-18-2021
VAPOR PERMEABLE FABRIC CONSTRUCTS WITH STATIC OR DYNAMIC ANTIMICROBIAL COMPOSITIONS	United States	12/875870	9-3-2010	8828487	9-9-2014	Issued	8-13-2032
WATER VAPOR PERMEABLE SHRINKABLE FABRIC	United States	13/418522	3-13-2012	8883284	11-11-2014	Issued	9-3-2030
METHODS AND APPARATUSES FOR CURING CONCRETE	United States	13/056314	8-18-2009	8637139	1-28-2014	Issued	8-30-2030
METHODS AND APPARATUSES FOR CURING CONCRETE	Australia	2018304209	7-18-2018			Pending	
METHODS AND APPARATUSES FOR CURING CONCRETE	Canada	3070062	7-18-2018			Pending	
METHODS AND APPARATUSES FOR CURING	Europe	18755974.5	7-18-2018			Pending	

<i>Title</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Status</i>	<i>Expiration</i>
CONCRETE							
METHODS AND APPARATUSES FOR CURING CONCRETE	Japan	2020-524722	7-18-2018			Pending	
METHODS AND APPARATUSES FOR CURING CONCRETE	Mexico	MX/a/2020/000565	7-18-2018			Pending	
METHODS AND APPARATUSES FOR CURING CONCRETE	New Zealand	760938	7-18-2018			Pending	
POLYETHYLENE FIBERS WITH HIGH HEAT DISTORTION TEMPERATURE AND NONWOVEN FABRICS COMPRISING THEM	Denmark	17176764.3	8-18-2009	EP3243939	2-26-2020	Issued	8-18-2029
POLYETHYLENE FIBERS WITH HIGH HEAT DISTORTION TEMPERATURE AND NONWOVEN FABRICS COMPRISING THEM	Europe	17176764.3	8-18-2009	EP3243939	2-26-2020	Issued	8-18-2029
POLYETHYLENE FIBERS WITH HIGH HEAT DISTORTION TEMPERATURE	France	17176764.3	8-18-2009	EP3243939	2-26-2020	Issued	8-18-2029

<i>Title</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Status</i>	<i>Expiration</i>
AND NONWOVEN FABRICS COMPRISING THEM							
POLYETHYLENE FIBERS WITH HIGH HEAT DISTORTION TEMPERATURE AND NONWOVEN FABRICS COMPRISING THEM	Germany	17176764.3	8-18-2009	EP3243939	2-26-2020	Issued	8-18-2029
POLYETHYLENE FIBERS WITH HIGH HEAT DISTORTION TEMPERATURE AND NONWOVEN FABRICS COMPRISING THEM	United Kingdom	17176764.3	8-18-2009	EP3243939	2-26-2020	Issued	8-18-2029
VAPOR PERMEABLE FABRIC CONSTRUCTS	Canada	2810240	9-2-2011	2810240	10-1-2019	Issued	9-2-2031
VAPOR PERMEABLE FABRIC CONSTRUCTS	Denmark	11822740.0	9-2-2011	EP2611605	12-20-2017	Issued	9-2-2031
VAPOR PERMEABLE FABRIC CONSTRUCTS	Europe	11822740.0	9-2-2011	EP2611605	12-20-2017	Issued	9-2-2031
VAPOR	France	11822740.0	9-2-2011	EP2611605	12-20-2017	Issued	9-2-2031

<i>Title</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Status</i>	<i>Expiration</i>
PERMEABLE FABRIC CONSTRUCTS							
VAPOR PERMEABLE FABRIC CONSTRUCTS	Germany	11822740.0	9-2-2011	EP2611605	12-20-2017	Issued	9-2-2031
VAPOR PERMEABLE FABRIC CONSTRUCTS	Mexico	MX/a/2013/002434	9-2-2011	338009	3-22-2016	Issued	9-2-2031
VAPOR PERMEABLE FABRIC CONSTRUCTS	United Kingdom	11822740.0	9-2-2011	EP2611605	12-20-2017	Issued	9-2-2031
VAPOR PERMEABLE FABRIC CONSTRUCTS WITH STATIC OR DYNAMIC ANTIMICROBIAL COMPOSITIONS	Canada	2867131	3-15-2012	2867131	9-4-2018	Issued	3-15-2032
VAPOR PERMEABLE FABRIC CONSTRUCTS WITH STATIC OR DYNAMIC ANTIMICROBIAL COMPOSITIONS	Mexico	MX/a/2014/010956	3-15-2012	365856	06-17-2019	Issued	03-15-2032
WATER VAPOR PERMEABLE SHRINKABLE FABRIC	Denmark	09808724.0	8-18-2009	EP2315667	6-21-2017	Issued	8-18-2029
WATER VAPOR PERMEABLE SHRINKABLE	Europe	09808724.0	8-18-2009	EP2315667	6-21-2017	Issued	8-18-2029

<i>Title</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Patent No.</i>	<i>Issue Date</i>	<i>Status</i>	<i>Expiration</i>
FABRIC WATER VAPOR PERMEABLE SHRINKABLE FABRIC	France	09808724.0	8-18-2009	EP2315667	6-21-2017	Issued	8-18-2029
FABRIC WATER VAPOR PERMEABLE SHRINKABLE FABRIC	Germany	09808724.0	8-18-2009	EP2315667	6-21-2017	Issued	8-18-2029
FABRIC WATER VAPOR PERMEABLE SHRINKABLE FABRIC	Mexico	MX/a/2011/00 1819	8-18-2009	332820	8-28-2015	Issued	8-18-2029
FABRIC WATER VAPOR PERMEABLE SHRINKABLE FABRIC	United Kingdom	09808724.0	8-18-2009	EP2315667	6-21-2017	Issued	8-18-2029

SCHEDULE II

TRADEMARKS

Grantor: TS Buyer Corp.

- None.

Grantor: TS Parent LLC

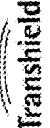
- None.

Grantor: Transhield, Inc.

- See following page.

Grantor: Transhield De Mexico, S de R. L. de C. V.

- See following page.

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Renewal Due
ARMORDILLO	United States	77/951422	3-5-2010	4436771	11-19-2013	Registered	11-19-2023
THE SHINKABLE FABRIC	United States	76/118640	8-29-2000	2757902	9-2-2003	Registered	9-2-2023
TOPCURE	United States	87/615648	9-20-2017	5591586	10-23-2018	Registered	10-23-2024
TOPCURE	United States	88/401915	4-25-2019	5896727	10-29-2019	Registered	10-29-2025
TRANSCAN	United States	86/618256	5-4-2015	5032742	8-30-2016	Registered	8-30-2022
TRANSHIELD	United States	76/130129	9-18-2000	2571025	5-21-2002	Registered	5-21-2022
	United States	76/125585	9-11-2000	2566885	5-7-2002	Registered	5-7-2022
TRANSTAPE	United States	88/464253	6-7-2019	5897334	10-29-19	Registered	10-29-2025
VCI^{tp}	United States	85/526791	1-27-2012	4347593	1-4-2013	Registered	6-4-2023
ARMORDILLO	Albania	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Benelux	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Bulgaria	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Croatia	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Czech Republic	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Denmark	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Estonia	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	France	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Renewal Due
ARMORDILLO	Germany	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Greece	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Hungary	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Iceland	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	International Registration	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Italy	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Latvia	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Lithuania	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Norway	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Poland	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Portugal	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Romania	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Slovakia	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Slovenia	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
ARMORDILLO	Spain	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Renewal Due
ARMORDILLO	Turkey	1050284	9-2-2010	1050284	9-2-2010	Registered	9-2-2020
TOPCURE	Australia	A0074212	3-12-2018	1405509	03-12-2018	Registered	3-12-2028
TOPCURE	Canada	18890923	3-20-2018			Pending	
TOPCURE	China	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	Colombia	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	Egypt	A0074212	3-12-2018	1405509	03-12-2018	Registered	3-12-2028
TOPCURE	Indonesia	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	International Registration	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	Japan	A0074212	3-12-2018	1405509	03-12-2018	Registered	3-12-2028
TOPCURE	Mexico	A0074212	3-12-2018	1405509	03-12-2018	Registered	3-12-2028
TOPCURE	New Zealand	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	Russian Federation	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	Turkey	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	Vietnam	A0074212	3-12-2018	1405509	3-12-2018	Registered	3-12-2028
TOPCURE	Europe	A0090906	10-23-2019	1504873	10-23-2019	Registered	10-23-2029

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Renewal Due
TOPCURE	International Registration	A0090906	10-23-2019	1504873	10-23-2019	Registered	10-23-2029
TOPCURE	Iran	A0090906	10-23-2019			Pending	
TOPCURE	Korea, South	A0090906	10-23-2019			Pending	
TOPCURE	Thailand	A0090906	12-30-2019			Pending	
TRAIN-SHIELD	European Community	12594632	2-13-2014	12594632	7-8-2014	Registered	2-13-2024
TRAIN-SHIELD	Japan	2014014278	2-26-2014	5702258	9-12-2014	Registered	9-12-2024
TRANSFIELD	Brazil	823322912	10-25-2000	823322912	2-12-2008	Registered	2-12-2028
TRANSFIELD	Canada	1079979	10-24-2000	TMA574851	1-31-2003	Registered	1-31-2033
TRANSFIELD	China	4222105	8-16-2004	4222105	7-21-2007	Registered	7-20-2027
TRANSFIELD	France	3058810	10-18-2000	3058810	10-18-2000	Registered	10-18-2020
TRANSFIELD	Germany	30077017.0	10-18-2000	30077017	5-7-2001	Registered	10-18-2020
TRANSFIELD	Italy	RM2000C0068 17	11-15-2000	1440062	8-7-2003	Registered	11-15-2020
TRANSFIELD	Japan	2000114306	10-20-2000	4502832	8-31-2001	Registered	8-31-2021
TRANSFIELD	Korea, South	2000-49163	10-20-2000	509839	1-4-2002	Registered	1-4-2022
TRANSFIELD	Mexico	467960	1-26-2001	701733	5-31-2001	Registered	1-26-2021

<i>Mark</i>	<i>Country</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>	<i>Renewal Due</i>
TRANSFIELD	New Zealand	625170	10-17-2000	625170	4-19-2001	Registered	9-18-2027
TRANSFIELD	Norway	200012563	10-17-2000	208302	4-26-2001	Registered	4-26-2021
TRANSFIELD	Russian Federation	200726611	10-20-2000	226630	11-1-2002	Registered	10-20-2020
TRANSFIELD	Spain	2366164	12-20-2000	2366164	6-20-2001	Registered	12-20-2020
TRANSFIELD	Sweden	0007854	10-18-2000	348206	8-24-2001	Registered	8-24-2021
TRANSFIELD	United Kingdom	2249658	10-24-2000	2249658	5-11-2001	Registered	10-24-2030
TRANSTAPE	European Community	18161693	12-5-2019	18161693	5-22-2020	Registered	12-5-2029

SCHEDULE III

LICENSE AGREEMENTS

Grantor: Transhield, Inc.

None.

Grantor: TS Buyer Corp.

None.

Grantor: TS Parent LLC

None.

Grantor: Transhield De Mexico, S de R. L. de C. V.

None.

SCHEDULE IV

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Grantor: Transhield, Inc.

None.

Grantor: TS Buyer Corp.

None.

Grantor: TS Parent LLC

None.

Grantor: Transhield De Mexico, S de R. L. de C. V.

4823-8628-9106, v. 7