

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Abrasive Technology, LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive		
Internal Address:	36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5010535	AT ABRASIVE TECHNOLOGY	
Registration Number:	5010536	AT ABRASIVE TECHNOLOGY	
Registration Number:	4401464	PRECISELY	
Registration Number:	4101584	VFLEX	
Registration Number:	4003790	PRECISELY	
Registration Number:	2917127	PRODIA	
Registration Number:	3134638		
Registration Number:	2154995	LUMINESCENCE	
Registration Number:	1515139	P.B.S.	
Registration Number:	1465186	C	
Registration Number:	1465187	C	
Registration Number:	1505577	TURBINE WHEEL	
Registration Number:	1489884	CRYSTALRING	
Registration Number:	1491945	CRYSTALITE	
Registration Number:	1438498	EXPRESS LINE	
Registration Number:	1339082	COMPO-DISC	
Registration Number:	1339083	COMPO-STRIP	
Registration Number:	1179841	AT	
TRADEMARK			

CH \$590.00 5010535

Property Type	Number	Word Mark
Registration Number:	1144047	THIN-FLEX
Registration Number:	1194663	TWO STRIPER
Registration Number:	1101120	CLEAN-AT-DIAMOND
Registration Number:	1113072	THIN-FLEX
Registration Number:	0992619	AT

CORRESPONDENCE DATA

Fax Number: 3125774688

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: (312)577-8416

Email: carole.dobbins@katten.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	04/30/2021

Total Attachments: 5
source=Executed - Abrasive Technology, LLC - Trademark Security Agreement (Twin Brook - ATI)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of April 30, 2021, by Abrasive Technology, LLC, a Delaware limited liability company (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, the other Loan Parties from time to time party hereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of April 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor and the other Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 30, 2021, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals thereof, and any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

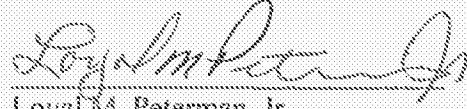
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

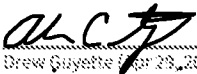
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABRASIVE TECHNOLOGY, LLC, a Delaware
limited liability company

By: 
Name: Loyal M. Peterman, Jr
Title: President

Agreed and accepted as of
the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Drew Guyette (for 28_2021 20:54 CDT)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations

TM Record	Trademark	Registration Date	Registration Number
US Federal	AT ABRASIVE TECHNOLOGY	02-AUG-2016	5010535
US Federal	AT ABRASIVE TECHNOLOGY	02-AUG-2016	5010536
US Federal	PRECISELY	10-SEP-2013	4401464
US Federal	VFLEX	21-FEB-2012	4101584
US Federal	PRECISELY	26-JUL-2011	4003790
US Federal	PRODIA	11-JAN-2005	2917127
US Federal	<i>Design Only</i>	29-AUG-2006	3134638
US Federal	LUMINESCENCE	05-MAY-1998	2154995
US Federal	P.B.S.	06-DEC-1988	1515139
US Federal	C	17-NOV-1987	1465186
US Federal	C	17-NOV-1987	1465187
US Federal	TURBINE WHEEL	27-SEP-1988	1505577
US Federal	CRYSTALRING	31-MAY-1988	1489884
US Federal	CRYSTALITE	14-JUN-1988	1491945
US Federal	EXPRESS LINE	05-MAY-1987	1438498
US Federal	COMPO-DISC	04-JUN-1985	1339082
US Federal	COMPO-STRIP	04-JUN-1985	1339083
US Federal	AT	01-DEC-1981	1179841
US Federal	THIN-FLEX	23-DEC-1980	1144047
US Federal	TWO STRIPER	04-MAY-1982	1194663
US Federal	CLEAN-AT-DIAMOND	05-SEP-1978	1101120
US Federal	THIN-FLEX	13-FEB-1979	1113072
US Federal	AT	03-SEP-1974	0992619