

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648662

<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>
Absolute Coatings, Inc.		05/21/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86688691	ABSOLUTE COATINGS	
<b>Serial Number:</b>	86688696	ABSOLUTE COATINGS	
<b>Serial Number:</b>	78803498	ULTRA GOLD	
<b>Serial Number:</b>	78344165	ABSCO SPORTS	
<b>Serial Number:</b>	78275872	SEALER XL	
<b>Serial Number:</b>	76376442	TREK	
<b>Serial Number:</b>	76056883	ABSCO	
<b>Serial Number:</b>	75641981	TRIGGER SPRAY	
<b>Serial Number:</b>	75117851	OIL-N-H2O	
<b>Serial Number:</b>	74477489	LAST N LAST	
<b>Serial Number:</b>	73799244	POLYCARE	
<b>Serial Number:</b>	72444392	LAST-N-LAST	
<b>Serial Number:</b>	72319083	ZIP-GUARD	
<b>Serial Number:</b>	71354420	ABSOLUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8438		

CH \$365.00 86688691

**Email:** raquel.haleem@katten.com  
**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman  
**Address Line 1:** 525 West Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:** Raquel Haleem

**SIGNATURE:** /Raquel Haleem/

**DATE SIGNED:** 05/21/2021

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), made as of May 21, 2021, by Absolute Coatings, Inc., a Delaware corporation (“**Grantor**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and 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, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of the date hereof, by and among Grantee, the other Loan Parties from time to time party thereto and Grantor (as the same may be amended, restated, amended and 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 the Borrowers 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 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.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]*

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

**ABSOLUTE COATINGS, INC.**, a Delaware corporation

By: 

Name: Robert Jamieson

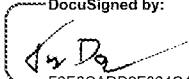
Title: President and Chief Executive Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 007302 FRAME: 0741**

Agreed and accepted as of  
the date first written above:

**MADISON CAPITAL FUNDING LLC**, as  
Agent

By:  DocuSigned by:  
Name: Timothy Day  
Title: Vice President

**SCHEDULE A**

**Trademark Registrations and Applications**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/Applicant</b>
ABSOLUTE COATINGS	86688691	09-JUL-2015	4939759	19-APR-2016	Absolute Coatings, Inc.
ABSOLUTE COATINGS	86688696	09-JUL-2015	4939760	19-APR-2016	Absolute Coatings, Inc.
ULTRA GOLD	78803498	31-JAN-2006	3411721	15-APR-2008	Absolute Coatings, Inc.
ABSCO SPORTS	78344165	22-DEC-2003	2988208	23-AUG-2005	Absolute Coatings, Inc.
SEALER XL	78275872	18-JUL-2003	2840432	11-MAY-2004	Absolute Coatings, Inc.
TREK	76376442	25-FEB-2002	2875294	17-AUG-2004	Absolute Coatings, Inc.
ABSCO	76056883	25-MAY-2000	2538647	12-FEB-2002	Absolute Coatings, Inc.
TRIGGER SPRAY	75641981	17-FEB-1999	2667357	24-DEC-2002	Absolute Coatings, Inc.
OIL-N-H2O	75117851	12-JUN-1996	2100382	23-SEP-1997	Absolute Coatings, Inc.
LAST N LAST	74477489	07-JAN-1994	1870947	03-JAN-1995	Absolute Coatings, Inc.

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner/ Applicant</b>
POLYCARE	73799244	09-MAY-1989	1574242	02-JAN-1990	Absolute Coatings, Inc.
LAST-N-LAST	72444392	22-DEC-1972	0992972	10-SEP-1974	Absolute Coatings, Inc.
ZIP-GUARD	72319083	13-FEB-1969	0895335	28-JUL-1970	Absolute Coatings, Inc.
ABSOLUTE	71354420	28-JUL-1934	0320513	01-JAN-1935	Absolute Coatings, Inc.