

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adhesives Technology Corporation		07/22/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 CMC		
Internal Address:	Mail Code NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5945893	AFFYX	
Registration Number:	5476594	SEAPOXY	
Registration Number:	3126288	THE CRACKER	
Registration Number:	3106136	ADHESIVES TECHNOLOGY	
Registration Number:	1881735	CRACKBOND	
Registration Number:	1905197	ULTRABOND	
Registration Number:	3407188	MIRACLE BOND	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		

OP \$190.00 5945893

SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/22/2021
Total Attachments: 7 source=Meridian - Trademark Security Agreement (Adhesives Technology Corporation) (EXECUTED)#page1.tif source=Meridian - Trademark Security Agreement (Adhesives Technology Corporation) (EXECUTED)#page2.tif source=Meridian - Trademark Security Agreement (Adhesives Technology Corporation) (EXECUTED)#page3.tif source=Meridian - Trademark Security Agreement (Adhesives Technology Corporation) (EXECUTED)#page4.tif source=Meridian - Trademark Security Agreement (Adhesives Technology Corporation) (EXECUTED)#page5.tif source=Meridian - Trademark Security Agreement (Adhesives Technology Corporation) (EXECUTED)#page6.tif source=Meridian - Trademark Security Agreement (Adhesives Technology Corporation) (EXECUTED)#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Adhesives Technology Corporation

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: Florida
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 22, 2021

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Mail Code NY1-C413

Street Address: 4 CMC

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____
see attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Meridian Adhesives (57320.2026)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Doris Ka

Signature

Date

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated July 22, 2021, is made by the Person listed on the signature pages hereof (the “*Pledgor*”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MERIDIAN ADHESIVES GROUP, INC., a Delaware corporation (the “*Borrower*”), has entered into a Credit Agreement, dated as of July 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with MERIDIAN ADHESIVES HOLDINGS, INC., a Delaware corporation (“*Holdings*”) JPMORGAN CHASE BANK, N.A., as the Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated July 22, 2021, by Holdings, the Borrower, the Pledgor, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees as follows:

- (1) Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (the “*Collateral*”):
 - (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein, and such trademarks shall not be set forth in Schedule A), together with the goodwill symbolized thereby (the “*Trademarks*”);
 - (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

- (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, *provided*, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; *provided further* that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

(3) Termination. Upon the occurrence of the events described in Section 9.11(a)(i) of the Credit Agreement, 9.11(b) of the Credit Agreement (with respect to any Grantor) or any subclause of 9.11(a) of the Credit Agreement (with respect to any individual item of Collateral), the applicable security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Collateral under this Trademark Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.

(4) Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

(5) Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by

facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

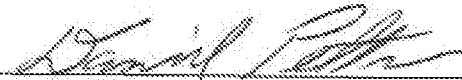
(6) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth therein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

(7) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ADHESIVES TECHNOLOGY CORPORATION

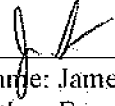
By: 

Name: Daniel Pelton

Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____
Name: James Shender
Title: Executive Director

Schedule A to the Trademark Security Agreement

United States Trademarks

Trademark	Serial No. Filing Date	Registration No. Registration Date	Status	Owner of Record
AFFYX	88237064 20-DEC-2018	5945893 24-DEC-2019	Registered	Adhesives Technology Corporation
SEAPOXY	87351303 27-FEB-2017	5476594 22-MAY-2018	Registered	Adhesives Technology Corporation
THE CRACKER	78677189 25-JUL-2005	3126288 08-AUG-2006	Registered	Adhesives Technology Corporation
ADHESIVES TECHNOLOGY Design 	78524444 30-NOV-2004	3106136 20-JUN-2006	Registered	Adhesives Technology Corporation
CRACKBOND	74477493 07-JAN-1994	1881735 07-MAR-1995	Registered	Adhesives Technology Corporation
ULTRABOND	74379947 19-APR-1993	1905197 18-JUL-1995	Registered	Adhesives Technology Corporation
MIRACLE BOND	78902542 07-JUN-2006	3407188 01-APR-2008	Registered	Adhesives Technology Corporation

United States Trademark Applications

None.