

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROCOAT PRODUCTS, INC.		10/01/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	50 South Sixth Street, Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74685019	PROCOAT	
Serial Number:	74713320	PROCOUSTIC	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	18587806		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	10/04/2021		
Total Attachments: 5			
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**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of October 1, 2021, is by PROCOAT PRODUCTS, INC., a Massachusetts corporation (the "Grantor"), in favor of BMO HARRIS BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is a party to that certain Credit Agreement dated as June 7, 2018 (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee are parties to that certain Security Agreement dated as of June 7, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademarks exclusively licensed under any intellectual property License, including right to receive any damages, (ii) injury to the goodwill associated with any trademark, or (iii) right to receive license fees, royalties, and other compensation under any intellectual property license.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement secures the payment and performance of the Obligations. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota.

[Remainder of page intentionally left blank; signature page follows]

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

PROCOAT PRODUCTS, INC.

By: 

Name: _____

Title: _____

Alan Flinn
CFO

Acknowledged:

BMO HARRIS BANK N.A.

By: 

Name: Blair A. Madsen

Title: Director

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

	SERIAL NUMBER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE
1.	74/685,019	1,992,963	PROCOAT	8/13/1996
2.	74/713,320	2,053,495	PROCOUSTIC	4/15/1997