

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Canadian Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuco Sealants Inc.		11/09/2021	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3625435	ULTRASEAL PU FOAMS	
Registration Number:	3641900	SELF-SEAL FIRESTOPPING PRODUCTS	
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:	2128192511		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kate Andes/ White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1785638-0123-CM65		
NAME OF SUBMITTER:	Kate Andes		
SIGNATURE:	/Kate Andes/		
DATE SIGNED:	11/09/2021		
Total Attachments: 5			
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CANADIAN TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”), dated as of November 9, 2021, is made by Nuco Sealants Inc., a company amalgamated under the laws of the Province of British Columbia (“**Grantor**”), in favor of BMO Harris Bank N.A., as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”).

Grantor has executed and delivered a Canadian Guarantee and Security Agreement, dated as of November 9, 2021, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Security Agreement**”). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guarantee and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Security Agreement, the terms and

provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Security Agreement, the terms of the Guarantee and Security Agreement shall govern.

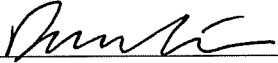
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NUCO SEALANTS INC., as Grantor


By: 

Name: Daniel Geiger

Title: Director

BMO HARRIS BANK N.A.,

as Administrative Agent

By:  _____

Name: Stephen Mueller

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Canada

Grantor	Mark Name	Filing Date	App. No.	Reg. Date.	Reg. No.
Nuco Inc.	SELF SEAL	May 11, 2011	1527426	N/A	N/A
Nuco Inc.	ULTRASEAL PU FOAMS & Design	February 28, 2008	1385264	June 1, 2011	TMA799035
Nuco Inc.	NUFLEX	November 1, 2011	1,120,907	July 6, 2004	TMA614,135

United States

Grantor	Title	Application Number	Registration Number	Date of Application	Date of Registration
Nuco Inc.	ULTRASEAL & Design	77/408,314	3,625,435	02/28/2008	05/26/2009
Nuco Inc.	SELF-SEAL & Design	77/408,349	3,641,900	02/28/2009	06/23/1009

2. TRADEMARK APPLICATIONS

Nil

3. TRADEMARK LICENSES

Nil