

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GISSING NORTH AMERICA LLC		04/07/2022	Limited Liability Company:
GISSING TECHNOLOGIES, LLC		04/07/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	THE HUNTINGTON NATIONAL BANK
Street Address:	200 Public Square
Internal Address:	Suite 64
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	90770790	
Registration Number:	6588322	ULTRA G
Registration Number:	4077684	ELOFT
Registration Number:	4108838	ECOSTAPLE
Registration Number:	3017725	COLOR-FI
Registration Number:	2843430	COLORGUARD
Registration Number:	1422908	MAT-FORM
Registration Number:	1322168	CON-FORM

CORRESPONDENCE DATA

Fax Number:

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: 216-348-5400

Email: ipmailbox@mcdonaldhopkins.com

Correspondent Name: McDonald Hopkins LLC

Address Line 1: 600 Superior Avenue

OP \$215.00 90770790

Address Line 2: Suite 2100
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 14370-00172

NAME OF SUBMITTER: Julie Micalizzi

SIGNATURE: /Julie Micalizzi/

DATE SIGNED: 04/07/2022

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of April 7, 2022, is made by and among GISSING NORTH AMERICA LLC, a Delaware limited liability company, GISSING TECHNOLOGIES, LLC, a Delaware limited liability company (collectively, the "**Grantor**") in favor of THE HUNTINGTON NATIONAL BANK, a national banking association, as administrative agent for the Lenders (the "**Agent**").

WHEREAS, the Grantor and the other Loan Parties has entered into a Fifth Amended and Restated Credit and Security Agreement dated as of June 18, 2019 (as may be amended, modified, extended, or restated from time to time the "**Credit Agreement**"), with the Agent and the Lenders.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent and the Lenders a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Definitions. Capitalized terms used herein but not defined shall have the meaning set forth in the Credit Agreement.

2. Grant of Security. The Grantor hereby pledges and grants to the Agent, for the benefit of itself and the other Lenders, a security interest in and to all of the right, title, goodwill, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Agent.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Representations and Warranties by Grantor. Grantor represents and warrants that Grantor is the sole and true owner of the Trademarks described in the attached Schedule 1. Grantor agrees to execute any documentation by reasonable request of the Agent to perfect the security interest granted in this IP Security Agreement.

6. Interpretation. Captions and headings of the sections and paragraphs of this IP Security Agreement are intended solely for convenience and no provision of this IP Security Agreement is to be construed by reference to the caption or heading of any section or paragraph. Moreover, this IP Security Agreement shall not be construed against either the author or drafter of the IP Security Agreement.

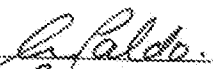
7. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

8. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

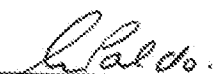
9. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

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

GISSING NORTH AMERICA LLC

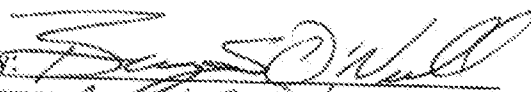
By: 
Name: CLAUDIO CALADO
Title: CEO & President
Address for Notices

GISSING TECHNOLOGIES LLC

By: 
Name: CLAUDIO CALADO
Title: CEO
Address for Notices:

AGREED TO AND ACCEPTED:

THE HUNTINGTON NATIONAL BANK

By: 
Name: ROBERT S. OVERALL
Title: Senior Vice President
Address for Notices:

The Huntington National Bank
200 Public Square
CM 64
Cleveland, OH 44114
Attn: ABL Portfolio Manager


SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Serial Number	Registration Date	Record Owner
ULTRA G	United States	90499395	December 14, 2021	Gissing North America, LLC
ELOFT	United States	85033919	December 27, 2011	Gissing Technologies, LLC
ECOSTAPLE	United States	85382415	March 6, 2012	Gissing Technologies, LLC
COLOR-FI	United States	78479660	November 22, 2005	Gissing Technologies, LLC
COLORGUARD	United States	76196472	May 18, 2004	Gissing Technologies, LLC
MAT-FORM	United States	73592907	December 30, 1986	Gissing Technologies, LLC
CON-FORM	United States	73443795	February 26, 1985	Gissing Technologies, LLC

Trademark Applications

Mark	Jurisdiction	ITU Status	Serial Number	Filing Date	Record Owner
	United States	Live/Under Examination	90770790	June 12, 2021	Gissing North America, LLC