

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE PROTECTOSEAL COMPANY		05/18/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1660621		
Registration Number:	2336465	PIN-TECH	
Registration Number:	2146230	PRO-FLOW	
Registration Number:	0224912	PROTECTOSEAL	
Registration Number:	2195195	PURE TECH	
Registration Number:	2239552	PURE-TECH	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	058550-000234		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		

CH \$165.00 1660621

DATE SIGNED:

05/21/2023

Total Attachments: 15

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of May 18, 2023, is by **THE PROTECTOSEAL COMPANY**, an Illinois corporation ("Grantor"), in favor of **CIBC BANK USA** (together with its successors and assigns, "Lender").

RECITALS

A. Grantor has entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates, and pursuant to which certain obligations owed to Lender are secured.

B. As a condition to the closing of the transactions referenced in the Loan Agreement, Grantor is required to enter into this Agreement in favor of Lender.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

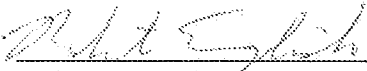
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”);
- (7) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all good will associated therewith;
- (8) each copyright license, together with all good will associated therewith; and
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license (items 7 through 9 being herein collectively referred to as the “Copyright Collateral”).

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Loan Agreement.

[Signature Page Follows]

Grantor has caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

THE PROTECTOSEAL COMPANY,
an Illinois corporation

By: 

Name: Robert English

Its: Executive Chairman of the Board of Directors

ACKNOWLEDGED:

CIBC BANK USA

By: Patrick Osborne
Name: Patrick Osborne
Its: Managing Director

SCHEDULE 1
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

See attached.

THE PROTECTOSEAL COMPANY - TRADEMARK ESTATE

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>	<u>DOCKET DATE</u>	<u>STATUS</u>
AUSTRALIA	PROTECTOSEAL	B339,771 FEB. 3, 1983	339,771	NOV. 5, 1979	6		Abandoned Sept. 2020
AUSTRALIA	PROTECTOSEAL	2041697 MAY 25, 2020	2041697	OCT. 3, 2019	6, 11		RENEWAL DUE: REGISTERED OCT. 3, 2029
BENELUX	PROTECTOSEAL	42,975 JUN. 14, 1971	6,183	JUN.14, 1971	6		RENEWAL DUE: REGISTERED JUN. 14, 2028
BRAZIL	PROTECTOSEAL	829884947 OCT. 26, 2010	829884947	JUL. 14, 2008	6		RENEWAL DUE: REGISTERED OCT. 26, 2030
BRAZIL	Protectoseal Logo (new)	830152520 JUL. 12, 2011	830152520	DEC. 17, 2008	6		RENEWAL DUE: REGISTERED JULY 12, 2031
BRAZIL	Protectoseal Logo (new)	830152539 JUL. 12, 2011	830152539	DEC. 17, 2008	20		Abandoned Apr. 20, 2021
CANADA	PROTECTOSEAL	TMA596,958 DEC. 9, 2003	1,129,939	FEB. 1, 2002			RENEWAL DUE: REGISTERED DEC. 9, 2033
CANADA	Protectoseal Logo (new)	TMA812,371 NOV. 22, 2011	1,420,395	DEC. 2, 2008			RENEWAL DUE: REGISTERED NOV. 22, 2026
CANADA	Protectoseal Logo (original)	TMA597,248 DEC. 11, 2003	1,129,938	FEB. 1, 2002			RENEWAL DUE: REGISTERED DEC. 11, 2033
DENMARK	PROTECTOSEAL	2,089 AUG. 9, 1968	617/68	FEB. 14, 1968	6		RENEWAL DUE: REGISTERED AUG. 9, 2028
FRANCE	PROTECTOSEAL	98734494 MAY 28, 1998	98734494	MAY 28, 1998	6		RENEWAL DUE: REGISTERED MAY 28, 2028
GERMANY	PROTECTOSEAL	876,183	18645/6	JAN. 13, 1970	6		RENEWAL DUE: REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>	<u>DOCKET DATE</u>	<u>STATUS</u>
		DEC. 16, 1970				JAN. 31, 2030	
GREECE	PROTECTOSEAL	39,101 MAR. 17, 1969	39,101	FEB. 21, 1968	6, 9	RENEWAL DUE: FEB. 21, 2028	REGISTERED
INDIA	PROTECTOSEAL	1699625 JUN. 30, 2014	1699625	JUN. 17, 2008	6	RENEWAL DUE: JUN. 17, 2028	REGISTERED
INDIA	Protectoseal Logo (original)	1699623 JUNE 16, 2010	1699623	JUN. 17, 2008	6	RENEWAL DUE: JUNE 17, 2028	REGISTERED
INDIA	Protectoseal Logo (new)	1760342	1760342	DEC. 4, 2008	6, 20	RENEWAL DUE: DEC. 4, 2028	REGISTERED
INDONESIA	PROTECTOSEAL	IDM000454067 JAN. 30, 2015	D.00.2012.040314	AUG. 16, 2012	6	RENEWAL DUE: AUG. 16, 2020	REGISTERED
INDONESIA	Protectoseal Logo (new)	IDM000274389 OCT. 4, 2010	D00.2009.001515	JAN. 16, 2009	6	RENEWAL DUE: JAN. 16, 2029	REGISTERED
INDONESIA	Protectoseal Logo (new)	IDM000269397 SEPT. 21, 2010	D00.2009.001517	JAN. 16, 2009	6	RENEWAL DUE: JAN. 16, 2029	REGISTERED
ITALY	PROTECTOSEAL	841,324 JAN. 4, 1990 1285160 (2008 renewal) 362018000008824 (2018 renewal)	39,084	FEB. 8, 1968	6, 11	RENEWAL DUE: FEB. 12, 2028	REGISTERED
MALAYSIA	PROTECTOSEAL	91/01331(B) MAR. 2, 1991	MA/1331/91	MAR.2, 1991	6	RENEWAL DUE: MAR. 2, 2028	REGISTERED
MEXICO	Protectoseal Logo (new)	1116583 AUG. 25, 2009	977848	DEC. 3, 2008	6	RENEWAL DUE: DEC. 3, 2028	REGISTERED

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<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>	<u>DOCKET DATE</u>	<u>STATUS</u>
MEXICO	Protectoseal Logo (new)	1084439 FEB. 13, 2009	977849	DEC. 3, 2008	20	RENEWAL DUE: DEC. 3, 2028	REGISTERED
MEXICO	PROTECTOSEAL	1307290 AUG. 28, 2012	1185619	JUN. 10, 2011	6	RENEWAL DUE: JUN. 10, 2031	REGISTERED
NEW ZEALAND	PROTECTOSEAL	208,570 MAY 5, 1997	208,570	MAR. 4, 1991	6	RENEWAL DUE: MAR. 4, 2022	REGISTERED
NORWAY	PROTECTOSEAL	76,780 JUN. 19, 1969	95,308	FEB. 16, 1968	6	RENEWAL DATE: JUN. 19, 2029	REGISTERED
PAPUA NEW GUINEA	PROTECTOSEAL	A56719 MAR. 7, 1991	56,719	MAR. 7, 1991	6	RENEWAL DUE: MAR. 7, 2021 (renewal filed)	REGISTERED
PHILIPPINES	PROTECTOSEAL	55,413 JUN. 21, 1993	75,519	MAR. 27, 1991	6	RENEWAL DUE: JUN. 21, 2023	REGISTERED
PORTUGAL	PROTECTOSEAL	147,556 MAY 9, 1969	147,556	FEB. 17, 1968		RENEWAL DUE: MAY 9, 2029	REGISTERED
PRC	Protectoseal Logo (new)	7146727 JUL 21, 2010	7146727	JAN. 4, 2009	6	RENEWAL DUE: JUL. 20, 2030	REGISTERED
PRC	Protectoseal Logo (new)	7146728 JUL. 14, 2010	7146728	JAN. 4, 2009	20	RENEWAL DUE: JUL. 13, 2030	REGISTERED
PRC	PROTECTOSEAL	6878089 MAY 7, 2010	6878089	AUG. 4, 2008	6	RENEWAL DUE: MAY 6, 2030	REGISTERED
PRC	Protectoseal Logo (original)	6878075 MAY 7, 2010	6878075	AUG. 4, 2008	6	ABANDONED Oct. 2, 2019	
SINGAPORE	PROTECTOSEAL	B/1146/01 FEB. 27, 1991	S/1146/91	FEB. 27, 1991	6	RENEWAL DUE: FEB. 27, 2028	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>	<u>DOCKET DATE</u>	<u>STATUS</u>
SPAIN	PROTECTOSEAL	T9101146C (renewal) 555,858 MAY 3, 1971	555,858	FEB. 22, 1968	6	RENEWAL DUE: FEB. 22, 2028	REGISTERED
SWEDEN	PROTECTOSEAL	124,378 JUL. 26, 1968	708	FEB. 16, 1968	6	RENEWAL DUE: JUL. 26, 2028	REGISTERED
SWITZERLAND	PROTECTOSEAL	387,526 JAN. 24, 1991	907	FEB. 14, 1968	6	RENEWAL DUE: JAN. 24, 2031	REGISTERED
TAIWAN	PROTECTOSEAL	1388641 DEC. 1, 2009	097027657	JUN. 11, 2008	6, 11	RENEWAL DUE: NOV. 30, 2029	REGISTERED
TAIWAN	Protectoseal Logo (new)	1388705 DEC. 1, 2009	097055893	DEC. 5, 2008	6, 11	RENEWAL DUE: NOV. 30, 2029	REGISTERED
TAIWAN	Protectoseal Logo (original)	1388642 DEC. 1, 2009	097027662	JUN. 11, 2008	6, 11	Abandoned June 12, 2019	
THAILAND	PROTECTOSEAL	152873 NOV. 1, 1991 KOR 131564 (2001 renewal)	211708 444514 (2001 renewal)	FEB. 1, 1991	6	RENEWAL DUE: JAN. 31, 2021 (renewal filed)	REGISTERED
U.K.	PROTECTOSEAL	1464167	1464167	MAY 14, 1991	6	RENEWAL DUE: MAY 14, 2028	REGISTERED
U.S.A.	Protectoseal Logo (original)	1,660,621 OCT. 15, 1991	92,314	AUG. 28, 1990	9	RENEWAL DUE: OCT. 15, 2021	REGISTERED
U.S.A.	PIN-TECH	2,336,465 MAR. 28, 2000	75/277,337	APR. 18, 1997	11	RENEWAL DUE: MAR. 28, 2030	REGISTERED
U.S.A.	PRO-FLOW	2,146,230 MAR. 24, 1998	75/248,323	FEB. 26, 1997	9	RENEWAL DUE: MAR. 24, 2028	REGISTERED
U.S.A.	PROTECTOSEAL	224,912	222,279	OCT. 24, 1925	21	RENEWAL DUE:	REGISTERED

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>	<u>DOCKET DATE</u>	<u>STATUS</u>
U.S.A.	PURE TECH and Design	MAR. 8, 1927 2,195,195 OCT. 13, 1998	75/306,862	JUN. 11, 1997	11	MAR. 8, 2027 RENEWAL DUE: OCT. 13, 2028	REGISTERED
U.S.A.	PURE TECH	2,239,552 APR. 13, 1999	75/288,398	MAY 8, 1997	11	RENEWAL DUE: APR. 13, 2029	REGISTERED
ILLINOIS	PROTECTOSEAL	45,153 SEP. 15, 1976				RENEWAL DUE: SEP. 15, 2026	REGISTERED
ILLINOIS	ELECTRONIC SYSTEMS DESIGN	105834 SEP. 5, 2013				RENEWAL DUE: SEP. 15, 2023	REGISTERED

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SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

See attached.

**THE PROTECTOSEAL COMPANY
PATENT ESTATE**

Country	Serial No./Filed	Patent No./Issued	Status/M- Fees Due
Improved Tank Blanketing Valve PROT-1			
US	08/517,242 Aug. 21, 1995	5,660,204 Aug. 26, 1997	12 yr. Maintenance Fee paid Expired: Aug. 21, 2015
Corrosion-Resistant Storage Cabinet PROT-2			
US	08/741,787 Nov. 1, 1996	5,795,043 Aug. 18, 1998	12 yr. Maintenance Fee paid Expired: Nov. 1, 2016
Vent Valve with Liquid Seal PROT-3			
US	08/968,609 Nov. 13, 1997	6,056,005 May 2, 2000	12 yr. Maintenance Fee paid Expired: November 13, 2017
Gauge Hatch with Diaphragm and Liquid Seal PROT-4			
CIP of PROT-3			
US	08/979,570 Nov. 26, 1997	6,244,457 Jun. 12, 2001	12 yr. Maintenance Fee paid Expired: November 26, 2017

Country	Serial No./Filed	Patent No./Issued	Status/M- Fees Due
Gauge Hatch with Liquid Seal PROT-4 DIV			
US	09/879,843 Jun. 12, 2001	6,629,621 Oct. 7, 2003	12 yr. Maintenance Fee paid Expired: Nov. 13, 2017
Flame Arrestor with Reflection Suppressor PROT-5			
US	10/108,281 Mar. 27, 2002	6,644,961 Nov. 11, 2003	12 yr. Maintenance Fee paid
PCT	PCT/US03/07941 Mar. 13, 2003		No National filing per client's instructions Sept. 24, 2004
Flame Arrestor with Reflection Suppressor PROT-5 DIV			
US	10/664,306 Sept. 16, 2003	7,056,114 Jun. 6, 2006	12 yr. Maintenance Fee paid
Flame Arrestor with Reflection Suppressor PROT-5 CON			
US	11/374,255 Mar. 13, 2006	7,390,190 Jun. 24, 2008	12 yr. Maintenance Fee paid

Country	Serial No./Filed	Patent No./Issued	Status/M- Fees Due
Vacuum Breaker Arrangement PROT-7			
US	11/312,283 Dec. 20, 2005	8,317,049 November 27, 2012	12 yr. Maintenance Fee due November 27, 2024

SCHEDULE 3
to
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

None