

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829168

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANUFACTURERS AND TRADERS TRUST COMPANY		07/28/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ROCHESTER MIDLAND CORPORATION		
Street Address:	155 Paragon Drive		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14624		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Serial Number:	76222017	AUDITGUARD	
Serial Number:	78836829	AUTOSANOR	
Serial Number:	73757538	BIOGENIC	
Serial Number:	75906004	BRANDGUARD	
Serial Number:	76222018	CHEMGUARD	
Serial Number:	78937036	CHEMIZER	
Serial Number:	77249145	CLEANAIRE	
Serial Number:	76222020	DRAINGUARD	
Serial Number:	74043362	ENVIRO CARE	
Serial Number:	85575724	ENVIRO CARE NOVUS	
Serial Number:	78868092	ENVIROGUARD	
Serial Number:	76222019	FLOORGUARD	
Serial Number:	75077636	FOAM KING	
Serial Number:	76057549	GERM-O-SOLV "2"	
Serial Number:	76222021	HANDGUARD	
Serial Number:	77003341	JIFFY	
Serial Number:	74667015	LIFEGARD	
Serial Number:	78543934	LUBEGUARD	
Serial Number:	76222015	LUBEGUARD	

CH \$1065.00 76222017

Property Type	Number	Word Mark
Serial Number:	75077637	MIDFLOC
Serial Number:	78762640	NATURE'S SCRUB BRUSH
Serial Number:	74286230	NEUGENIC
Serial Number:	75187679	ONTRACK
Serial Number:	78354321	PROXI
Serial Number:	76218324	RMC ROCHESTER MIDLAND CORPORATION
Serial Number:	77652511	RMC GREEN TO THE CORE RMC ROCHESTER MIDL
Serial Number:	78760393	RMC HANDS FREE
Serial Number:	78482413	SANOR
Serial Number:	75801879	SCENTSATIONS
Serial Number:	76057546	SELECT PLUS
Serial Number:	76222016	SERVICEGUARD
Serial Number:	75077639	SLIPEAZEE
Serial Number:	78937013	SNAP!
Serial Number:	73673140	SPECTRUM
Serial Number:	76222014	SURFACEGUARD
Serial Number:	73418573	THERMO-GLOSS
Serial Number:	76057525	ULTRA MARATHON
Serial Number:	76057548	ULTRA RESTORE
Serial Number:	86571314	ASSETGUARD
Serial Number:	75428676	HYGAFEM
Serial Number:	77948277	WELL BEING
Serial Number:	77948151	WELLBEING

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: 5184525600

Email: sandy.obrien@hrfmlaw.com

Correspondent Name: Alana M. Fuierer

Address Line 1: 5 Columbia Circle

Address Line 2: Heslin Rothenberg Farley & Mesiti P.C.

Address Line 4: Albany, NEW YORK 12203

ATTORNEY DOCKET NUMBER:	5525.007
NAME OF SUBMITTER:	Alana M. Fuierer
SIGNATURE:	/alana m. fuierer/
DATE SIGNED:	08/03/2023

Total Attachments: 21

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made on this date by MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with an address of 255 East Avenue, Rochester, New York 14604 ("Lender") in favor of ROCHESTER MIDLAND CORPORATION, a New York corporation, with a principal place of business located at 155 Paragon Drive Rochester, New York 14624 ("Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined below), the Trademark Security Agreement (as defined below), and the Amendment (as defined below), as applicable.

WHEREAS, the Grantor is the owner of record before the United States Patent and Trademark Office of the trademarks listed on the attached **Exhibit A.1.** and **Exhibit A.2.** (the "Trademarks");

WHEREAS, the Grantor and the Lender entered into a certain Credit Facility Agreement, dated December 17, 2012 (as subsequently amended and/or restated and in effect on the date hereof, the "Credit Agreement"), by and between the Grantor and Lender, in connection with which, among other things, the Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in, to and under certain intellectual property of the Grantor;

WHEREAS, pursuant to the Credit Agreement, that certain Trademark Security Agreement dated December 17, 2012, was entered into by the Grantor and the Lender (the "Trademark Security Agreement") (as attached hereto as **Exhibit B**) to record the security interest with respect to the Trademark Collateral (as defined in the Trademark Security Agreement) (including, without limitation, the trademarks included in **Exhibit A.1.**), a true and correct copy of which was recorded by the United States Patent and Trademark Office on December 19, 2012, at Reel 4923, Frame 0128;

WHEREAS, the Grantor and the Lender agreed to amend Schedule A to the Trademark Security Agreement to add the trademarks included in **Exhibit A.2.** and entered into that certain Amendment to the Trademark Security Agreement, dated September 8, 2017, by and between the Grantor and the Lender (the "Amendment") (as attached hereto as **Exhibit C**), a true and correct copy of which was recorded by the United States Patent and Trademark Office on September 8, 2017, at Reel 6150, Frame 0400;

WHEREAS, the Lender provided the Grantor with a payoff letter, dated July 28, 2023, (the "Payoff Letter") confirming (i) the receipt of the Total Payoff Amount (as defined in the Payoff Letter), (ii) the termination of the Commitments and the Loan Documents, and (iii) the release and termination of all of the (a) security interests, mortgages, liens, deposit account control agreements and pledges in favor of the Lender under each of the Security Documents and (b) the guaranties supporting the Credit Agreement; and

WHEREAS, the Grantor requests a specific release of the security interest granted and recorded against the Trademark Collateral, and the Lender desires to release its security interest in the Trademark Collateral (including but not limited to the Trademarks);

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its duly authorized representative effective as of this 28 day of July 2023.

MANUFACTURERS AND TRADERS TRUST COMPANY

Lisa A Shaw
Lisa Shaw
Vice President

ROCHESTER MIDLAND CORPORATION

H. Bradley Calkins
Chief Executive Officer

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its duly authorized representative effective as of this 28 day of July 2023.

MANUFACTURERS AND TRADERS TRUST COMPANY

Name: _____
Title: _____

ROCHESTER MIDLAND CORPORATION

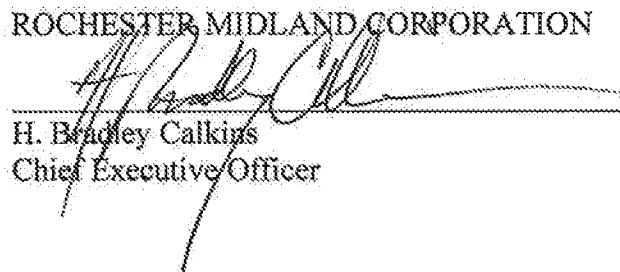

H. Bradley Calkins
Chief Executive Officer

EXHIBIT A

Exhibit A.1.

Mark	Serial No.	Reg. No. Reg. Date	Status
AUDITGUARD	76/222,017	2,661,863 12/17/2002	Registered
AUTOSANOR	78/836,829	3,500,186 9/9/2008	Abandoned
BIOGENIC	73/757,538	1,556,415 9/19/1989	Registered
BRANDGUARD	75/906,004	2,625,789 9/24/2002	Registered
CHEMGUARD	76/222,018	2,687,982 2/18/2003	Registered
CHEMIZER	78/937,036	3,312,508 10/16/2007	Registered
CLEANAIRE	77/249,145	3,434,674 5/27/2008	Registered
DRAIN GUARD	76/222,020	2,687,984 2/18/2003	Registered
ENVIRO CARE	74/043,362	1,933,330 11/7/1995	Registered
ENVIRO CARE NOVUS	85/575,724	4,230,130 10/23/2012	Registered
ENVIROGUARD	78/868,092	3,208,982 2/13/2007	Registered
FLOORGUARD	76/222,019	2,687,983 2/18/2003	Registered
FOAM KING	75077636	2,047,552 03/25/1997	Abandoned
GERM-O-SOLV "2"	76/057,549	2,477,785 8/14/2001	Abandoned
HANDGUARD	76/222,021	2,581,636 6/18/2002	Registered
JEFFY	77/003,341	3,482,906 8/12/2008	Registered
LIFEGARD	74667015	1,982,295 06/25/1996	Abandoned
LUBEGUARD	78/543,934	3,032,323 12/20/2005	Registered
LUBEGUARD	76/222,015	2,983,462 8/9/2005	Registered
MIDFLOC	75/077,637	2,038,891 2/18/1997	Registered


Mark	Serial No.	Reg. No. Reg. Date	Status
NATURES SCRUB BRUSH	78/762,640	3,158,537 10/17/2006	Registered
NEUGENIC	74/286,230	1,752,153 2/16/1993	Registered
ONTRACK	75/187,679	2,103,478 10/7/1997	Abandoned
PROXI	78/354,321	3,044,513 1/17/2006	Registered
	76/218,324	2,668,096 12/31/2002	Registered
RMC GREEN TO THE CORE	77/652,511	3,717,797 12/1/2009	Abandoned
RMC HANDSFREE	78/760,393	3,295,342 9/18/2007	Registered
SANOR	78/482,413	3,013,364 11/8/2005	Registered
SCENTSATIONS	75/801,879	2,589,061 7/2/2002	Registered
SELECT PLUS	76/057,546	2,529,322 1/15/2002	Abandoned
SERVICEGUARD	76/222,016	2,782,452 11/11/2003	Registered
SLIPEAZEE	75077639	2,040,437 02/25/1997	Abandoned
SNAP!	78/937,013	3,467,942 7/15/2008	Registered
SPECTRUM	73/673,140	1,491,793 6/14/1988	Abandoned
SURFACEGUARD	76/222,014	2,661,862 12/17/2002	Registered
THERMO-GLOSS	73/418,573	1,274,702 4/24/1984	Registered
ULTRA MARATHON	76/057,525	2,465,612 7/3/2001	Abandoned
ULTRA RESTORE	76/057,548	2,465,613 7/3/2001	Abandoned

Exhibit A.2.


Mark	Serial No.	Registration No. Registration Date	Status
ASSETGUARD	86/571,314	4,984,654 06/21/2016	Registered
HYGAFEM	75/428,676	2,282,140 9/28/1999	Abandoned
wellbeing 	77/948,277	3,860,194 10/12/2010	Registered
WELL BEING	77,948,151	3,860,180 10/12/2010	Registered

EXHIBIT B
Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made December 17, 2012 in favor of MANUFACTURERS AND TRADERS TRUST COMPANY ("Lender"), a New York banking corporation with an address of 255 East Avenue, Rochester, New York 14604, by ROCHESTER MIDLAND CORPORATION ("Grantor"), a corporation formed under the laws of the State of New York with offices at 155 Paragon Drive, Rochester, New York 14624.

Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Credit Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "UCC") as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means the Credit Facility Agreement between the Lender and Grantor, dated as of even date herewith, as the same may be modified, extended, or replaced from time to time.

"Liabilities" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from Grantor to Lender (including without limitation all sums expended by the Lender for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

"PTO" means the United States Patent and Trademark Office.

2. Security Interest. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such 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. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in writing by the Secured Party. Secured Party agrees to provide such agreement to Grantor upon full and final payment and satisfaction of all Liabilities. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Credit Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of trademarks and trademark applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Lender in a writing signed by the Grantor of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party with respect to any such new trademark rights promptly, and at any time upon Secured Party's request. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any

such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Credit Agreement, the terms of the Credit Agreement shall be controlling.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Default. The occurrence of any Event of Default under the Credit Agreement shall be an "Event of Default" under this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as the Liabilities have been finally and irrevocably satisfied in full.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Lender or by any officer or employee of the Lender, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Lender hereunder unless agreed by the Lender in writing. None of the rights and remedies of Lender hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Lender. No delay or omission on the part of the

Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Lender in writing.

14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.


15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

[Remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, each Grantor 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.

ROCHESTER MIDLAND CORPORATION

By: 
Harlan D. Calkins
Chairman and CEO

MANUFACTURERS AND TRADERS TRUST COMPANY

By:

A handwritten signature in dark ink, appearing to read 'Timothy D.', written over a horizontal line.

Timothy Denniston
Vice President

SCHEDULE A
To the Trademark Security Agreement
Grantor: Rochester Midland Corporation

SEE ATTACHED LISTING

ROCHESTER MIDLAND INTELLECTUAL PROPERTY

TRADEMARK/PATENT/COPYRIGHT	STATUS	REGISTRATION #	DATE FILED	COUNTRY
CORPORATE				
RMC ® NEW LOGO	REGISTERED	2,668,096	12/31/2002	USA
RMC LOGO - S AFRICA CLASS 1	REGISTERED	2001/14694	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 16	REGISTERED	2001/14700	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 2	REGISTERED	2001/14695	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 20	REGISTERED	2001/14701	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 3	REGISTERED	2001/14696	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 5	REGISTERED	2001/14697	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 6	REGISTERED	2001/14698	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 9	REGISTERED	2001/14699	8/24/2001	South Africa
FOOD				
AUDITGUARD ® (SM)	REGISTERED	2,661,863	12/17/2002	USA
BRANDGUARD (IN Aus)	REGISTERED	1168203	3/27/2007	Australia
BRANDGUARD ®	REGISTERED	2,625,789	9/24/2002	USA
BRANDGUARD ® (in NZ)	REGISTERED	765770	3/27/2007	New Zealand
BRANDGUARD® COLOMBIA CL 3	REGISTERED	343575	11/22/2007	Colombia
BRANDGUARD® COLOMBIA CL 5	REGISTERED	343576	11/22/2007	Colombia
CHEMGUARD ® (SM)	REGISTERED	2,687,982	2/18/2003	USA
DRAIN GUARD ® (SM)	REGISTERED	2,687,984	2/18/2003	USA
ENVIROGUARD ®	REGISTERED	3,208,982	2/13/2007	USA
FLOORGUARD ® (SM)	REGISTERED	2,687,983	2/18/2003	USA
FOAM KING ®	REGISTERED	2,047,552	3/25/1997	USA
HANDGUARD ® (SM)	REGISTERED	2,581,636	6/18/2002	USA
LIFEGARD ®	REGISTERED	1,982,295	6/25/1996	USA
LUBEGUARD ®	REGISTERED	3,032,323	12/20/2005	USA
LUBEGUARD ® (SM)	REGISTERED	2,983,462	8/9/2005	USA
SANGUARD COPYRIGHT ®	REGISTERED	TX 6-293-135	11/15/2005	USA
SERVICEGUARD ® (SM)	REGISTERED	2,782,452	11/11/2003	USA
SURFACEGUARD ® (SM)	REGISTERED	2,661,862	12/17/2002	USA
INDUSTRIAL				
BIOGENIC ®	REGISTERED	1,556,415	9/19/1989	USA
CLEANAIRE®	REGISTERED	3,434,674	5/27/2008	USA
NEUGENIC ®	REGISTERED	1,752,153	2/16/1993	USA
ONTRACK ®	REGISTERED	2,103,478	10/7/1997	USA
SLIPEAZEE ®	REGISTERED	2,040,437	2/25/1997	USA
INSTITUTIONAL				
CHEMIZER®	REGISTERED	3,312,508	10/16/2007	USA
ENVIRO CARE ®	REGISTERED	1,933,330	11/7/1995	USA
ENVIRO CARE NOVUS ®	REGISTERED	4,230,130	3/21/2012	USA
GERM-O-SOLV "2" ®	REGISTERED	2,477,785	8/14/2001	USA
JEFFY®	REGISTERED	3,482,906	8/12/2008	USA
NATURE'S SCRUB BRUSH ®	REGISTERED	3,158,537	10/17/2006	USA
PROXI ®	REGISTERED	3,044,513	1/17/2006	USA
RMC GREEN TO THE CORE® (SM)	REGISTERED	3,717,797	12/1/2009	USA
SELECT PLUS ®	REGISTERED	2,529,322	1/15/2002	USA
SNAPI ®	REGISTERED	3,467,942	7/15/2008	USA
SPECTRUM ®	REGISTERED	1,491,793	6/14/1988	USA
THERMO-GLOSS ®	REGISTERED	1,274,702	4/24/1984	USA
ULTRA MARATHON ®	REGISTERED	2,465,612	7/3/2001	USA
ULTRA RESTORE ®	REGISTERED	2,465,613	7/3/2001	USA
INTERNATIONAL				
BRANDGUARD - ARGENTINA CL3	REGISTERED	2,254,217	10/14/2008	Argentina
BRANDGUARD - ARGENTINA CL5	REGISTERED	2,254,216	10/14/2008	Argentina
BRANDGUARD - INDIA CLASS 3&5	PENDING		3/21/2007	India
BRANDGUARD (CHINA)(CLASS 3)	REGISTERED	5953166	10/14/2010	China
BRANDGUARD (CHINA)(CLASS 5)	REGISTERED	5953165	1/28/2011	China

BRANDGUARD ® (IN UK)	REGISTERED	2449993	3/19/2007 UK
BRANDGUARD Class 3 & 5 South Africa	PENDING	2007/14066-7	6/29/2007 South Africa
RMC DESIGN CLASSES 1, 3 & 5 (AU)	REGISTERED	1,168,206	3/27/2007 Australia
RMC LOGO - ARGENTINA CLASS 3	REGISTERED	2,254,218	10/14/2008 Argentina
RMC LOGO - ARGENTINA CLASS 5	REGISTERED	2,254,281	10/22/2008 Argentina
RMC LOGO - COLOMBIA CLASS 3	REGISTERED	346340	12/13/2007 Colombia
RMC LOGO - COLOMBIA CLASS 5	REGISTERED	346339	12/13/2007 Colombia
RMC LOGO - INDIA CLASS 3&5	PENDING		3/27/2007 India
RMC LOGO ® (IN NZ)	REGISTERED	765771	3/27/2007 New Zealand
RMC LOGO ® (in UK)	REGISTERED	2449992	3/19/2007 UK
RMC LOGO -NEW- (CHINA)(CLASS 2)	REGISTERED	5485267	9/21/2009 China
RMC LOGO -NEW- (CHINA)(CLASS 21)	REGISTERED	5485270	7/21/2010 China
RMC LOGO -NEW- (CHINA)(CLASS 5)	REGISTERED	5485269	11/20/2009 China
ROCHESTER MIDLAND (CHINA)(CLASS 3)	REGISTERED	5485268	7/21/2010 China
ROCHESTER MIDLAND (COSTA RICA)(CLASS 3)	REGISTERED	86.319	3/18/1994 Costa Rica
ROCHESTER MIDLAND (COSTA RICA)(CLASS 5)	REGISTERED	87.158	5/27/1994 Costa Rica
ROCHESTER MIDLAND (INDONESIA)(CLASS 3)	REGISTERED	457107	4/12/1999 Indonesia
ROCHESTER MIDLAND (MEXICO)(Class 1)	REGISTERED	00419189	10/29/1991 Mexico
ROCHESTER MIDLAND (MEXICO)(Class 35)	REGISTERED	00420797	10/17/1991 Mexico
SANOR (CHINA)(CLASS 21)	REGISTERED	1460614	10/7/2000 China
SANOR (CHINA)(CLASS 5)	REGISTERED	1453084	10/7/2000 China
SANOR (EL SALVADOR)(CLASS 21)	PENDING	2010099810	3/16/2010 El Salvador
SANOR (EL SALVADOR)(CLASS 3)	PENDING	2010099811	3/16/2010 El Salvador
SANOR (HONG KONG)(CLASS 11)	REGISTERED	2368/1986	10/16/1986 Hong Kong
SANOR (INDONESIA)(CLASS 11)	REGISTERED	IDM000032049	12/30/1985 Indonesia
SANOR (KOREA)(Class 11)	REGISTERED	131,775	10/7/1986 Korea
SANOR (MALAYSIA)(CLASS 11)	REGISTERED	MA/83000403	10/6/1983 Malaysia
SANOR (MALAYSIA)(CLASS 5)	REGISTERED	83000404	10/6/1983 Malaysia
SANOR (MEXICO)(Class 1)	REGISTERED	00426743	10/17/1991 Mexico
SANOR (PHILIPPINES)(CLASS 11)	REGISTERED	50726	6/3/1991 Philippines
SANOR (PHILIPPINES)(CLASS 5)	REGISTERED	4-2011-003202	10/13/2011 Philippines
SANOR (SINGAPORE)(CLASS 11)	REGISTERED	S/T83/05092G	9/26/1983 Singapore
SANOR (SINGAPORE)(CLASS 5)	REGISTERED	T83/05093E	9/26/1983 Singapore
SANOR (SOUTH AFRICA)(CLASS 6)	REGISTERED	93/3120	2/17/1995 South Africa
SANOR (TAIWAN)(CLASS 7 or 11)	REGISTERED	310285	2/16/1996 Taiwan
SANOR (THAILAND)(CLASS 21)	REGISTERED	KOR48608	11/2/1995 Thailand
SANOR SYSTEM (CLASS 3) COSTA RICA	REGISTERED	87.159	5/27/1994 Costa Rica
SANOR SYSTEM (CLASS 5) COSTA RICA	REGISTERED	87.581	1/18/1994 Costa Rica
PERSONAL CARE			
NATURELLE ® (Class 5) Bladder Control	REGISTERED	2,979,540	7/26/2005 USA
NATURELLE ® (Class 5) tampons	REGISTERED	2,795,941	12/16/2003 USA
REST ASSURED ® (block letters)	REGISTERED	2,504,412	11/6/2001 USA
SANISAC ®	REGISTERED	595,077	9/14/1954 USA
SCENTSATIONS ®	REGISTERED	2,589,061	7/2/2002 USA
RML			
BRANDGUARD - CANADA	REGISTERED	1,076,791/TMA568184	9/28/2000 Canada
SANOR (CANADA)	REGISTERED	UCA15444	6/4/2001 Canada
SANOR			
AUTOSANOR Patent	PENDING		10/3/2006 USA
AUTOSANOR®	REGISTERED	3,500,186	9/9/2008 USA
RMC HANDSFREE ® (SM)	REGISTERED	3,295,342	9/18/2007 USA
SANOR ® (US CLASS 3 & 11)	REGISTERED	3,013,364	11/8/2005 USA
WATER ENERGY			
MIDFLOC ®	REGISTERED	2,038,891	2/18/1997 USA
TEAM PROGRAM WORKBOOK Copyright®	REGISTERED	tx 6-232-657	3/29/2005 USA
TEAM PROGRAM WORKBOOK REVISION 221 Copyright	REGISTERED	TX7-230-955	10/5/2010 USA

Exhibit C
Amendment to Trademark Security Agreement

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment") is made September 8, 2017 in favor of MANUFACTURERS AND TRADERS TRUST COMPANY ("Lender"), a New York banking corporation with an address of 255 East Avenue, Rochester, New York 14604, by ROCHESTER MIDLAND CORPORATION ("Grantor"), a corporation formed under the laws of the State of New York with offices at 155 Paragon Drive, Rochester, New York 14624.

This Amendment amends the Trademark Security Agreement ("Agreement"), dated December 17, 2012, made by Grantor in favor of Lender, which Agreement was recorded in the United States Patent and Trademark Office on December 19, 2012 in Reel/Frame 4923/0128.

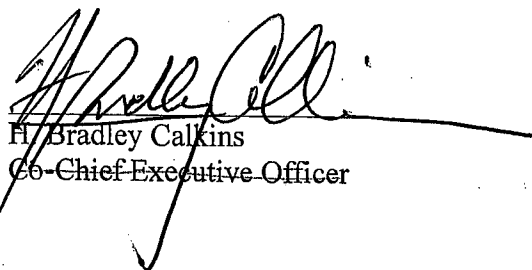
Grantor and Lender hereby agree that Schedule A to the Agreement is hereby amended to add thereto the trademarks shown on Schedule A to this Amendment.

[Remainder of page intentionally left blank – signature pages follow]

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

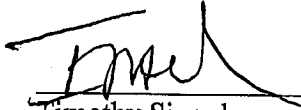
ROCHESTER MIDLAND CORPORATION

By:


H. Bradley Calkins
Co-Chief Executive Officer

MANUFACTURERS AND TRADERS TRUST COMPANY

By:



Timothy Siverd
Assistant Vice President

SCHEDULE A
Supplement To Schedule A to the Trademark Security Agreement
Grantor: Rochester Midland Corporation

<u>Trademark</u>	<u>Registration #</u>	<u>Date Filed</u>
HYGAFEN (WORD SERVICEMARK)(CLASS 37)	2,282,140	9/28/99
WELL BEING (LOGO SERVICEMARK)(CLASS 37)	3,860,194	10/12/10
WELL BEING (WORD SERVICEMARK)(CLASS 37)	3,860,180	10/12/10
ASSETGUARD	4,984,654	6/21/16