

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Genova Products, Inc.		08/26/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	10 South Wacker Drive		
Internal Address:	17th Floor, MAC N8405-131		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	0773485	GENOVA	
Registration Number:	0958419	SNAP-FIT	
Registration Number:	0995944	NOVACLEAN	
Registration Number:	1104068	NOVAWELD	
Registration Number:	1131796	RAINGO	
Registration Number:	1223301	UNCOPPER	
Registration Number:	1269870	LEAFGO	
Registration Number:	1286032	HIGHFLO	
Registration Number:	1689057	DURASPOUT	
Registration Number:	2230383	BOJI	
Registration Number:	3251352	GENOVA	
Registration Number:	3597757	REPLA K	
Registration Number:	3636436	MAIN STREET FENCING	
Registration Number:	3699788	GENOVATIONS	
CORRESPONDENCE DATA			
Fax Number:	3125584382		
<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:	312-849-8128		
TRADEMARK			

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Email: edavenport@mcguirewoods.com
Correspondent Name: Tiffany Madigan, McGuireWoods LLP
Address Line 1: 77 W. Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2050298-0053
NAME OF SUBMITTER:	Tiffany A. Madigan
SIGNATURE:	/Tiffany A. Madigan/
DATE SIGNED:	09/05/2014

Total Attachments: 8

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Trademark Security Agreement

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 26, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and Wells Fargo Bank, National Association, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 26, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Genova Products, Inc., a Michigan corporation ("GPI"), and the Subsidiaries of GPI party thereto as "Borrowers" (collectively, with GPI, "Borrowers"), the lenders party thereto as "Lenders" (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group and the Bank Product Providers have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 26, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses in respect of Trademarks to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each such Intellectual Property License; and

(c) all products and Proceeds 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 such Intellectual Property License.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **Authorization to Supplement.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **Counterparts.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND

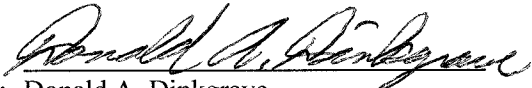
SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

GENOVA PRODUCTS, INC.

By: 
Name: Donald A. Dinkgrave
Title: Vice President - Operations

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____
Name: Sean Mullaney
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

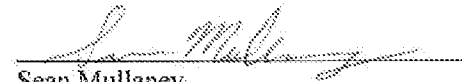
GENOVA PRODUCTS, INC.

By: _____
Name: Donald A. Dinkgrave
Title: Vice President - Operations

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: 
Name: Sean Mullaney
Its Authorized Signatory

SCHEDULE I
to
Trademark Security Agreement

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Filing Date / Registration Date
Genova Products, Inc.	United States of America	BOJI	2230383	08/07/1997 / 03/09/1999
Genova Products, Inc.	United States of America	DURASPOUT	1689057	05/13/1991 / 05/26/1992
Genova Products, Inc.	Canada	DURASPOUT	TMA424898	05/17/1991 / 03/11/1994
Genova, Inc.	United States of America	GENOVA	0773485	10/03/1963 / 07/21/1964
Genova Products, Inc.	United States of America	GENOVA	3251352	06/19/2006 / 06/12/2007
Genova Products, Inc.	Czech Republic	GENOVA	261339	06/05/2003 / 02/24/2004
Genova Products, Inc.	Lithuania	GENOVA	43156	11/21/2000 / 06/12/2001
Genova Products, Inc.	Peru	GENOVA	52726	10/01/1998 / 02/19/1999
Genova Products, Inc.	Russian Federation	GENOVA	214813	11/16/2000 / 06/17/2002
Genova Products, Inc.	Chile	GENOVA & Design	831922	10/09/2007 / 11/03/2008
Genova Products, Inc.	Colombia	GENOVA & Design	221703	12/09/1998 / 09/30/1999
Genova Products, Inc.	European Community	GENOVA SYSTEM	001397421	11/24/1999 / 12/15/2000
Genova Products, Inc.	Poland	GENOVA SYSTEM	Z417275	07/30/2013
Genova Products,	Czech Republic	GENOVA	261337	06/05/2003 /

Grantor	Country	Mark	Application/ Registration No.	Filing Date / Registration Date
Inc.		SYSTEM & Design		02/24/2004
Genova Products, Inc.	Poland	GENOVA SYSTEM & Design	R97304	02/21/1994 / 07/24/1997
Genova Products Inc.	Czech Republic	GENOVA SYSTEM & Design	261338	06/05/2003 / 02/24/2004
Genova Products, Inc.	Poland	GENOVA SYSTEM & Design	94894	01/24/1994 / 04/07/1997
Genova Products, Inc.	United States of America	GENOVATIONS	3699788	03/26/2008 / 10/20/2009
Genova Products, Inc.	Canada	GENOVATIONS	TMA859619	05/30/2012 / 09/09/2013
Genova Products, Inc.	United States of America	HIGHFLO	1286032	04/27/1983 / 07/17/1984
Genova Products, Inc.	United States of America	LEAFGO	1269870	01/12/1983 / 03/13/1984
Genova Products, Inc.	Canada	LEAFGO	TMA299418	06/07/1983 / 01/25/1985
Genova Products, Inc.	United States of America	MAIN STREET FENCING	3636436	03/26/2008 / 06/09/2009
Genova Products, Inc.	United States of America	NOVACLEAN	0995944	02/05/1973 / 10/15/1974
Genova Products, Inc.	United States of America	NOVAWELD	1104068	02/05/1973 / 10/10/1978
Genova Products, Inc.	United States of America	RAINGO	1131796	12/21/1978 / 03/11/1980
Genova Products, Inc.	Canada	RAINGO	TMA262961	11/06/1979 / 10/16/1981
Genova Products, Inc.	United Kingdom	RAINGO	1551570	10/25/1993 / 10/21/1994

Grantor	Country	Mark	Application/ Registration No.	Filing Date / Registration Date
Genova Products, Inc.	United States of America	REPLA K	3597757	06/23/2008 / 03/31/2009
Genova Products, Inc.	Canada	REPLA K	TMA763620	07/02/2008 / 04/08/2010
Genova Products, Inc.	United States of America	SNAP-FIT	0958419	05/10/1972 / 05/08/1973
Genova Products, Inc.	United States of America	UNCOPPER	1223301	04/30/1981 / 01/11/1983

Trade Names

Delve Communications

Genova, Inc.

Wiltic Chemical Mfg., Inc.

Genova-Minnesota, Inc.

Genova-Indiana, Inc.

Rensselaer Plastics Co.

Genova-Pennsylvania, Inc.

Common Law Trademarks

None.

Trademarks Not Currently in Use

None.

Trademark Licenses

None.