

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324597

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|---------------------------------|
| MORGAN ADHESIVES COMPANY, LLC | | 11/07/2014 | LIMITED LIABILITY COMPANY: OHIO |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | EVERGREEN HOLDINGS I, LLC, AS COLLATERAL AGENT |
| Street Address: | 360 NORTH CRESCENT DRIVE |
| City: | BEVERLY HILLS |
| State/Country: | CALIFORNIA |
| Postal Code: | 90210 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 52

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 4167319 | WALLNOODLE |
| Registration Number: | 3897496 | UGLU |
| Registration Number: | 3897495 | UGLU |
| Registration Number: | 3899846 | B FREE |
| Registration Number: | 3672983 | STARLINER |
| Registration Number: | 3675980 | INDIE |
| Registration Number: | 3840249 | BLOOM |
| Registration Number: | 3448473 | UGLU |
| Registration Number: | 3461063 | UGLU |
| Registration Number: | 3303059 | MULTI-FIX |
| Registration Number: | 2453112 | DUAL WRITE |
| Registration Number: | 2378994 | JET WRITE |
| Registration Number: | 2373962 | STARLINER |
| Registration Number: | 2420429 | MACAL |
| Registration Number: | 2090079 | MACMARK |
| Registration Number: | 2090078 | MACSCREEN |
| Registration Number: | 2192541 | IMAGIN |
| Registration Number: | 2189667 | IMAGIN |
| Registration Number: | 2028908 | WHITE GOLD |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 2024521 | MACTAC METRO |
| Registration Number: | 2021354 | ALLURE |
| Registration Number: | 1935655 | MACJET |
| Registration Number: | 1910059 | OPTICLEAR |
| Registration Number: | 2087926 | OPTISCAN |
| Registration Number: | 1810776 | DURASCAN |
| Registration Number: | 1748433 | MACCOPY |
| Registration Number: | 1775872 | MATINEE |
| Registration Number: | 1777187 | CINEMA |
| Registration Number: | 1756135 | LYRIC |
| Registration Number: | 1775871 | NATURAL |
| Registration Number: | 1757642 | NOVELTY |
| Registration Number: | 1710032 | MACTAC |
| Registration Number: | 1704232 | LUSTEX |
| Registration Number: | 1673001 | PERMAFLEX |
| Registration Number: | 1630825 | MACTAC |
| Registration Number: | 1636126 | COPYLABEL |
| Registration Number: | 1641235 | TRANSLABEL |
| Registration Number: | 1558683 | PERMATRANS |
| Registration Number: | 1558682 | PERMAPRINT |
| Registration Number: | 1558681 | PERMAGARD |
| Registration Number: | 1385992 | MACDOUBLESURE |
| Registration Number: | 1235718 | MACFILM |
| Registration Number: | 1225026 | STARLINER |
| Registration Number: | 1221649 | PERMACOLOR |
| Registration Number: | 0786920 | MACMOUNT |
| Registration Number: | 0766394 | MACBOND |
| Registration Number: | 0719331 | MACTAC |
| Registration Number: | 0718945 | MACAL |
| Registration Number: | 1633167 | COPYBACK |
| Registration Number: | 1049006 | UNI-MATE |
| Serial Number: | 86338985 | WINDOWVIEW |
| Serial Number: | 86060214 | MACMELT |

CORRESPONDENCE DATA

Fax Number: 7147558290

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.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

TRADEMARK

REEL: 005409 FRAME: 0651

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR
Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 033194-0129

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /kja/

DATE SIGNED: 11/29/2014

Total Attachments: 6

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Morgan Adhesives Company, LLC, formerly known as Morgan Adhesives Company, a Delaware limited liability company (the "Grantor") with principal offices at 4560 Darrow Road, Stow, OH 44224, hereby pledges and grants (this "Grant") to Evergreen Holdings I, LLC, as Collateral Agent, with principal offices at 360 North Crescent Drive, Beverly Hills, California 90210 (the "Grantee"), a continuing security interest in all of the right, title and interest of such Grantor in, to and under (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof (but prior to the Termination Date) for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Mark Collateral"). Notwithstanding the foregoing in no event shall Mark Collateral include any "intent to use" Mark application for which a statement of use has not been filed (but only until such statement is filed and accepted by the United States Patent and Trademark Office whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Mark Collateral).

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of November 7, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Mark Collateral acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

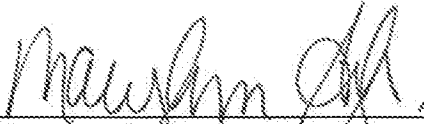
This Grant is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Grant, the terms of Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____

day of November, 2014.

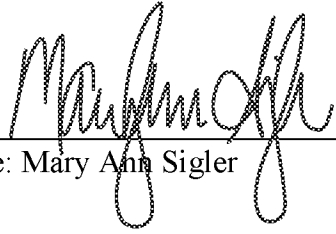
MORGAN ADHESIVES COMPANY,
LLC, *f/k/a* Morgan Adhesives Company, as
Grantor

By: 
Name: Mary Ann Sigler
Title: Vice President

[Signature Page to Term Loan Trademark Security Agreement]

TRADEMARK
REEL: 005409 FRAME: 0654

EVERGREEN HOLDINGS I, LLC

By:  _____
Name: Mary Ann Sigler
Title:

SCHEDULE A

| | Grantor | Trademark | Serial No. Filing Date | Reg. No. Reg. Date |
|-----|--------------------------|------------------|-----------------------------------|-------------------------------|
| 1. | Morgan Adhesives Company | WINDOWVIEW | 86338985 07/16/2014 | |
| 2. | Morgan Adhesives Company | MACMELT | 86060214 09/10/2013 | |
| 3. | Morgan Adhesives Company | OLFACTIVE | 85774796 11/08/2012 | |
| 4. | Morgan Adhesives Company | WALLNOODLE | 85461112 11/01/2011 | 4167319 07/03/2012 |
| 5. | Morgan Adhesives Company | UGLU | 85069655 06/23/2010 | 3897496 12/28/2010 |
| 6. | Morgan Adhesives Company | UGLU | 85069497 06/23/2010 | 3897495 12/28/2010 |
| 7. | Morgan Adhesives Company | B FREE | 85035020 05/11/2010 | 3899846 01/04/2011 |
| 8. | Morgan Adhesives Company | STARLINER | 77686627 03/09/2009 | 3672983 08/25/2009 |
| 9. | Morgan Adhesives Company | INDIE | 77668114 02/11/2009 | 3675980 09/01/2009 |
| 10. | Morgan Adhesives Company | BLOOM | 77834829 09/25/2009 | 3840249 08/31/2010 |
| 11. | Morgan Adhesives Company | UGLU | 77290589 09/27/2007 | 3448473 06/17/2008 |
| 12. | Morgan Adhesives Company | UGLU | 77290537 09/27/2007 | 3461063 07/08/2008 |
| 13. | Morgan Adhesives Company | MULTI-FIX | 76515796 05/21/2003 | 3303059 10/02/2007 |
| 14. | Morgan Adhesives Company | DUAL WRITE | 76039302 05/02/2000 | 2453112 05/22/2001 |
| 15. | Morgan Adhesives Company | JET WRITE | 75672450 04/01/1999 | 2378994 08/22/2000 |
| 16. | Morgan Adhesives Company | STARLINER | 75652835 02/26/1999 | 2373962 08/01/2000 |
| 17. | Morgan Adhesives Company | MACAL | 75498640 06/09/1998 | 2420429 01/16/2001 |
| 18. | Morgan Adhesives Company | MACMARK | 75079321 03/27/1996 | 2090079 08/19/1997 |
| 19. | Morgan Adhesives Company | MACSCREEN | 75079320 03/27/1996 | 2090078 08/19/1997 |
| 20. | Morgan Adhesives Company | IMAGIN | 75072811 03/14/1996 | 2192541 09/29/1998 |
| 21. | Morgan Adhesives Company | IMAGIN | 75072810 03/14/1996 | 2189667 09/15/1998 |
| 22. | Morgan Adhesives Company | WHITE GOLD | 75058736 02/15/1996 | 2028908 01/07/1997 |
| 23. | Morgan Adhesives Company | MACTAC METRO | 74638297 02/23/1995 | 2024521 12/17/1996 |
| 24. | Morgan Adhesives Company | ALLURE | 74637674 02/22/1995 | 2021354 12/03/1996 |
| 25. | Morgan Adhesives Company | MACJET | 74616792 | 1935655 |

| | Grantor | Trademark | Serial No. Filing Date | Reg. No. Reg. Date |
|-----|--------------------------|------------------|-----------------------------------|-------------------------------|
| | | | 12/30/1994 | 11/14/1995 |
| 26. | Morgan Adhesives Company | OPTICLEAR | 74354292 02/01/1993 | 1910059 08/08/1995 |
| 27. | Morgan Adhesives Company | OPTISCAN | 74291125 07/01/1995 | 2087926 08/12/1997 |
| 28. | Morgan Adhesives Company | DURASCAN | 74268525 04/23/1992 | 1810776 12/14/1993 |
| 29. | Morgan Adhesives Company | MACCOPY | 74265053 04/13/1992 | 1748433 01/26/1993 |
| 30. | Morgan Adhesives Company | MATINEE | 74247715 02/18/1992 | 1775872 06/08/1993 |
| 31. | Morgan Adhesives Company | CINEMA | 74247382 02/18/1992 | 1777187 06/15/1993 |
| 32. | Morgan Adhesives Company | LYRIC | 74247381 02/18/1992 | 1756135 03/02/1993 |
| 33. | Morgan Adhesives Company | NATURAL | 74247380 02/18/1992 | 1775871 06/08/1993 |
| 34. | Morgan Adhesives Company | NOVELTY | 74247379 02/18/1992 | 1757642 03/09/1993 |
| 35. | Morgan Adhesives Company | MACTAC | 74227657 12/04/1991 | 1710032 08/25/1992 |
| 36. | Morgan Adhesives Company | LUSTEX | 74052413 04/24/1990 | 1704232 07/28/1992 |
| 37. | Morgan Adhesives Company | PERMAFLEX | 74052404 04/24/1990 | 1673001 01/21/1992 |
| 38. | Morgan Adhesives Company | MACTAC | 74029567 02/16/1990 | 1630825 01/08/1991 |
| 39. | Morgan Adhesives Company | COPYLABEL | 74020385 01/18/1990 | 1636126 02/26/1991 |
| 40. | Morgan Adhesives Company | TRANSLABEL | 74019995 01/17/1990 | 1641235 04/16/1991 |
| 41. | Morgan Adhesives Company | PERMATRANS | 73776258 01/23/1989 | 1558683 10/03/1989 |
| 42. | Morgan Adhesives Company | PERMAPRINT | 73776257 01/23/1989 | 1558682 10/03/1989 |
| 43. | Morgan Adhesives Company | PERMAGARD | 73776212 01/23/1989 | 1558681 10/03/1989 |
| 44. | Morgan Adhesives Company | MACDOUBLESURE | 73534935 04/29/1985 | 1385992 03/11/1986 |
| 45. | Morgan Adhesives Company | MACFILM | 73350629 02/17/1982 | 1235718 04/26/1983 |
| 46. | Morgan Adhesives Company | STARLINER | 73331193 10/05/1981 | 1225026 01/25/1983 |
| 47. | Morgan Adhesives Company | PERMACOLOR | 73319326 07/17/1981 | 1221649 12/28/1982 |
| 48. | Morgan Adhesives Company | MACMOUNT | 72187949 03/04/1964 | 0786920 03/16/1965 |
| 49. | Morgan Adhesives Company | MACBOND | 72153971 09/26/1962 | 0766394 03/10/1964 |
| 50. | Morgan Adhesives Company | MACTAC | 72074236 05/21/1959 | 0719331 08/01/1961 |

| | Grantor | Trademark | Serial No. Filing Date | Reg. No. Reg. Date |
|-----|--------------------------|------------------|-----------------------------------|-------------------------------|
| 51. | Morgan Adhesives Company | MACAL | 72074235 05/21/1959 | 0718945 07/25/1961 |
| 52. | Morgan Adhesives Company | COPYBACK | 74020355 01/18/1990 | 1633167 01/29/1991 |
| 53. | Morgan Adhesives Company | UNI-MATE | 73079760 03/10/1976 | 1049006 09/28/1976 |