TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIONAL INDUSTRIAL COATINGS, INC.		10/23/2015	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	MARANON CAPITAL, L.P., AS AGENT
Street Address:	303 WEST MADISON STREET, SUITE 2500
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4529566	EFFECT VARNISH
Registration Number:	3615090	NICOAT
Registration Number:	3682127	NICOAT
Registration Number:	3644072	NICOAT
Registration Number:	3648077	NICOAT

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: 312.577.8574
Email: humberto.aquino@kattenlaw.com
Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN
Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339494-00059
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	10/26/2015

CH $140.00 4529566

Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 23, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN NXT CAPITAL, LLC, AS THE FIRST LIEN AGENT AND MARANON CAPITAL, L.P., AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 23, 2015, is made by National Industrial Coatings, Inc. ("Grantor"), in favor of Maranon Capital, L.P., as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, CPC Acquisition Corp., a Delaware corporation ("CPC Holdings"), California Products Corporation, a Massachusetts corporation ("CPC"; together with Grantor, solely on the Closing Date, CPC Holdings, the "Borrowers" and each, a "Borrower"), the financial institutions from time to time party thereto (together with their respective successors and assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

TRADEMARK
REEL: 005652 FRAME: 0616

IN WITNESS WHEREOF, Grantor has caused this Second Lien Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

NATIONAL INDUSTRIAL COATINGS, INC.,
as Grantor

By: _____
Name: David Lorey
Title: Chief Financial Officer

ACKNOWLEDGED:

MARANON CAPITAL, L.P.,
as Agent

By: _____
Name: Robert E. Kircher III
Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Grantor	Trademark Name	Reg. No.	Reg. Date
National Industrial Coatings, Inc.	EFFECT VARNISH	4529566	5/13/14
National Industrial Coatings, Inc.	NICOAT	3615090	5/5/09
National Industrial Coatings, Inc.	NICOAT	3682127	9/15/09
National Industrial Coatings, Inc.	NICOAT	3644072	6/23/09
National Industrial Coatings, Inc.	NICOAT	3648077	6/30/09

TRADEMARK APPLICATIONS

None.