

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirBoss Flexible Products Co.		12/10/2015	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	TD North Tower		
Internal Address:	77 King Street West, 25th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1708003	FLEX-CORE	
CORRESPONDENCE DATA			
Fax Number:	4168680673		
<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:	416 601 7765		
Email:	bbell@mccarthy.ca		
Correspondent Name:	Bethanne Bell		
Address Line 1:	Suite 5300, TD Bank Tower		
Address Line 2:	Box 48, 66 Wellington Street West		
Address Line 4:	Toronto, Ontario, CANADA M5K 1E6		
ATTORNEY DOCKET NUMBER:	089339477316		
NAME OF SUBMITTER:	Bethanne Bell		
SIGNATURE:	/Bethanne Bell/		
DATE SIGNED:	01/11/2016		
Total Attachments: 4			
source=048-AirBoss_-_Grant_of_Trademark_Security_Interest_(Flexible_Products)#page1.tif			
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CH \$40.00 1708003

GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (as may be amended, supplemented, restated and otherwise modified from time to time, the “**Agreement**”) dated as of December 10, 2015, is entered into by AirBoss Flexible Products Co., a Michigan corporation (the “**Grantor**”) in favor of Toronto Dominion (Texas) LLC, solely in its capacity as agent for and on behalf of the Lenders (in such capacity, including any successors and assigns, the “**US Agent**”), pursuant to the Amended and Restated Credit Agreement dated as of December 10, 2015, among AirBoss of America Corp., an Ontario corporation, AirBoss Rubber Compounding (NC) Inc., a North Carolina corporation, the Grantor, the other Credit Parties party thereto, each of the financial institutions from time to time signatory thereto (collectively, including their respective successors and assigns, the “**Lenders**”), the US Agent and The Toronto-Dominion Bank, in its capacity as Canadian agent for and on behalf of the Lenders (including any successors and assigns in such capacity) (as amended, supplemented and/or restated from time to time, the “**Credit Agreement**”)

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, the Grantor grants to the US Agent a security interest and all of Grantor’s right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located (“**Trademark Collateral**”):

1. all rights, title and interest in and to the trademarks described on Exhibit A (collectively, the “**Trademarks**”); and
2. all products and Proceeds of the foregoing Trademarks.

The Grantor has granted the security interest under this instrument in conjunction with the security interests granted to the US Agent pursuant to the terms of an Amended and Restated Security Agreement, dated as of December 10, 2015 (as amended, supplemented and/or restated from time to time, the “**Security Agreement**”), entered into by and among, inter alios, the Grantor and the US Agent. The Grantor acknowledges and affirms that the rights, privileges and remedies of the US Agent with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Capitalized terms used, but not otherwise defined herein shall have the meanings set forth in the Security Agreement.

Upon the termination of the Security Agreement in accordance with the terms thereof, the US Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Trademark Collateral under this Agreement and any other documents required to evidence the termination of the US Agent's interests in the applicable Trademark Collateral.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN AND FEDERAL LAWS OF THE UNITED STATES OF AMERICA APPLICABLE THEREIN.

Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the US Agent and the Grantor.

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering to the other

party hereto one or more counterparts. This Agreement shall become effective when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the US Agent and thereafter shall be binding upon the Grantor and the US Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor and the US Agent and their respective permitted successors and assigns, except that the Grantor shall not have the right to assign or transfer its rights or obligations hereunder except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first written above.

AIRBOSS FLEXIBLE PRODUCTS CO
(f/k/a/ Flexible Products Co.)

By: 

Name: Douglas L. Reid

Title:

[Signature Page -- Grant of Security Interest in Trademarks -- AirBoss Flexible]

TRADEMARK

REEL: 005706 FRAME: 0332

**Exhibit A
Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
FLEX-CORE	74/199405	8/30/91	1,708,003	8/18/92