

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirBoss of America Corp.		12/10/2015	CORPORATION: CANADA
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: 6			
Property Type	Number	Word Mark	
Registration Number:	4782741	AIRBOSS AIRBOSS FLEXIBLE PRODUCTS	
Registration Number:	4782740	AIRBOSS	
Registration Number:	3199987	AIRBOSS	
Registration Number:	3199986	AIRBOSS	
Registration Number:	1852342	AIRBOSS	
Serial Number:	86607562	AIRBOSS	
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/		

CH \$165.00 4782741

DATE SIGNED:	01/12/2016
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Total Attachments: 9

- source=034-Delegation and Appointment to be given by Canadian Agent#page1.tif
- source=034-Delegation and Appointment to be given by Canadian Agent#page2.tif
- source=034-Delegation and Appointment to be given by Canadian Agent#page3.tif
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- source=034-Delegation and Appointment to be given by Canadian Agent#page7.tif
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- source=034-Delegation and Appointment to be given by Canadian Agent#page9.tif

DELEGATION AND APPOINTMENT

TO: Toronto Dominion (Texas) LLC, as US Agent

RE: Amended and Restated Credit Agreement dated as of December 10, 2015 (as such agreement may be amended, supplemented and/or restated from time to time), by and among, *inter alios*, AirBoss Rubber Compounding (NC) Inc., AirBoss of America Corp. (the “**Grantor**”), the other Credit Parties (as defined therein) from time to time signatory thereto, each of the financial institutions from time to time signatory thereto (collectively, including their respective successors and assigns, the “**Lenders**”), The Toronto-Dominion Bank, in its capacity as Canadian agent for and on behalf of the Lenders (in such capacity, the “**Canadian Agent**”), and Toronto Dominion (Texas) LLC, in its capacity as US agent for and on behalf of the Lenders (in such capacity, the “**US Agent**”)

AND RE: Registration of Grant of Security Interest in Trademarks, dated as of December [9], 2015 (as may be amended, supplemented, restated and otherwise modified from time to time, the “**IP Security Agreement**”), granted by the Grantor in favour of the Canadian Agent, a copy of which is attached hereto as Schedule A

DATE: December 10, 2015

Capitalized terms used and not otherwise defined herein have the meanings provided for such terms in the IP Security Agreement.

WHEREAS pursuant to the IP Security Agreement, the Grantor has granted a security interest to the Canadian Agent in certain trademarks and the Canadian Agent wishes to register such security interest with the United States Patent and Trademark Office (“**USPTO**”);

AND WHEREAS the Canadian Agent wishes to appoint the US Agent as its agent in order to register the IP Security Agreement with USPTO;

NOW THEREFORE the Canadian Agent hereby (a) delegates its authority to register the security interest under the IP Security Agreement and the Security Agreement (including any subsequent amendments or modifications to either agreement) with USPTO to the US Agent; (b) appoints the US Agent as its agent in order to register the IP Security Agreement with USPTO; and (c) authorizes the US Agent to take all further actions necessary in order to register the IP Security Agreement with USPTO on behalf of the Canadian Agent.


This Delegation and Appointment 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 Delegation and Appointment by signing and delivering to the other party hereto one or more counterparts. Delivery of an executed signature page to this Delegation and Appointment by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Delegation and Appointment by such party.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOW]

DATED as of the date first written above.

THE TORONTO-DOMINION BANK,
as Canadian Agent

By: _____


Name: Michael A. Freeman
Title: Vice President, Loan Syndications - Agency

By: _____

Name:
Title:

ACKNOWLEDGED AND AGREED TO BY:

TORONTO DOMINION (TEXAS) LLC,
as US Agent

By: _____


Name: WALLACE WONG
Title: AUTHORIZED SIGNATORY

By: _____

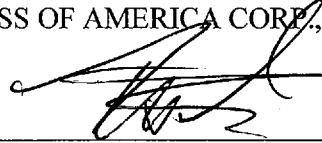
Name:
Title:

[Counterpart signature page – IP Delegation and Appointment (Canadian Agent)]

ACKNOWLEDGED AND AGREED TO BY:

AIRBOSS OF AMERICA CORP., as
Grantor

By:



Name: Lisa Swartzman

Title: PRESIDENT

By:

Name:

Title:

[Counterpart signature page – IP Delegation and Appointment (Canadian Agent)]

Schedule A
IP Security Agreement

- See Attached -

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 of America Corp., an Ontario corporation (the “**Grantor**”) in favour of The Toronto-Dominion Bank, solely in its capacity as agent for and on behalf of the Lenders (in such capacity, including any successors and assigns, the “**Canadian Agent**”), pursuant to the Amended and Restated Credit Agreement dated as of December 10, 2015, among 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 Canadian Agent and Toronto Dominion (Texas) LLC, in its capacity as US 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 Canadian 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 (the “**Trademark Collateral**”):

1. all rights, title and interest in and to the trademarks described on Exhibit A (collectively, the “**Canadian Trademarks**”)
2. all rights, title and interest in and to the trademarks described on Exhibit B (collectively, the “**US Trademarks**” and together with the Canadian Trademarks, the “**Trademarks**”); and
3. 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 Canadian Agent pursuant to the terms of the 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 Canadian Agent. The Grantor acknowledges and affirms that the rights, privileges and remedies of the Canadian 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 Canadian 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 Canadian 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 PROVINCE OF ONTARIO AND FEDERAL LAWS OF CANADA 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 Canadian 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 Canadian Agent and thereafter shall be binding upon the Grantor and the Canadian Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantor and the Canadian 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 OF AMERICA CORP.

By: 

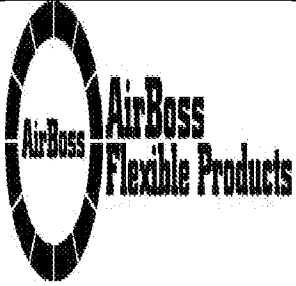




Name: Lisa Swartzman

Title: PRESIDENT

Exhibit A
Canadian Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
AIRBOSS (and Design)	1,718,607	3/10/15	n/a	n/a
AIR BOSS (and Design)	712,622	9/10/92	TMA494030	5/6/98
AIR BOSS	703,281	4/16/92	TMA493858	5/1/98
AIRBOSS (and Design)	1,657,236	12/20/13	TMA897827	3/3/15
SOLIDBOSS	1,048,512	2/25/00	TMA553058	10/29/01
WORKBOSS	1,069,858	8/3/00	TMA587395	8/19/03
FORKBOSS	1,069,857	8/3/00	TMA587397	8/19/03

Exhibit B
US Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
 The logo features a stylized oval shape on the left with the word "AirBoss" written vertically inside it. To the right of the oval, the words "AirBoss Flexible Products" are written in a bold, sans-serif font.	86/154345	12/30/13	4782741	July 28, 2015
 The logo consists of a circular ring made of several black segments, with the word "AirBoss" written in a bold, sans-serif font across the center of the ring.	86/154335	12/30/13	4782740	July 28, 2015
 The logo consists of a circular ring made of several black segments, with the word "AirBoss" written in a bold, sans-serif font across the center of the ring.	86/607562	4/23/15	n/a	n/a
 The logo consists of a circular ring made of several black segments, with the word "AirBoss" written in a bold, sans-serif font across the center of the ring.	76/236203	4/5/01	3,199,987	1/23/07
AIRBOSS	76/236202	4/5/01	3,199,986	1/23/07
 The logo consists of a circular ring made of several black segments, with the word "AirBoss" written in a bold, sans-serif font across the center of the ring.	74/352328	1/11/93	1,852,342	9/6/94