TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM528270

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graco Supply Company		04/30/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent	
Street Address:	39200 Six Mile Road	
Internal Address:	MC 7578	
City:	Livonia	
State/Country:	MICHIGAN	
Postal Code:	48152	
Entity Type:	a Texas banking association: TEXAS	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2239274	E.V. ROBERTS
Registration Number:	4962873	E.V. ROBERTS
Registration Number:	4962875	E.V. ROBERTS
Registration Number:	4962874	E.V. ROBERTS
Registration Number:	5256897	RESIN FORMULATORS
Registration Number:	5547089	RESIN FORMULATORS INNOVATIVE MATTERS
Registration Number:	4605881	SUPERIOR ENGINEERED MATERIALS IMPECC
Registration Number:	3704071	GRACO SUPPLY AND INTEGRATED SERVICES
Serial Number:	88097991	CHEMICAL PACKAGING SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division

Address Line 2: Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

TRADEMARK

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NAME OF SUBMITTER: SUSAN M. KORNFIELD		
SIGNATURE: /susan m. kornfield/		
DATE SIGNED:	06/18/2019	
Total Attachments: 8		
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AGREEMENT (Trademark)

THIS AGREEMENT (TRADEMARK) (this "<u>Agreement</u>"), dated to be effective as of April 30, 2019 by GRACO SUPPLY COMPANY (the "<u>Debtor</u>") and Comerica Bank, as Administrative Agent for the Lenders (as defined below) ("<u>Secured Party</u>").

WITNESSETH

- A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the financial institutions from time to time signatory thereto (individually a "Lender," and any and all such financial institutions collectively the "Lenders"), Comerica Bank, as Administrative Agent for the Lenders (in such capacity, the "Agent"), Debtor and its subsidiaries party to the Credit Agreement from time to time (collectively, including the Debtor, the "Borrowers"), Secured Party and the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances (as defined in the Credit Agreement) to the Borrowers as provided therein; and
- B. WHEREAS, as a condition precedent to the making of Advances, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).
- NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party and the other Lenders to continue to make Advances (as defined in the Credit Agreement) to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Secured Party and the Lenders, as follows:
- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.
- SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party (for the benefit of the Lenders), and grant to the Secured Party (for the benefit of the Lenders) a security interest in, all of the following property of the Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing: all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue

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or otherwise recover for any and all past, present and future infringements thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin.

SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. <u>Loan Documents</u>, <u>etc</u>. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRACO SUPPLY COMPANY

Name: Jason R. Caldwell

Its: President

SECURED PARTY:

COMERICA BANK, as Agent

Name: Steven Colwick

Its: President - Fort Worth Market

SCHEDULE 1.1 TRADEMARK COLLATERAL

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Schedule 1.1

TRADEMARK COLLATERAL

Memo

From: Date:

Allison Lombardo
Grace + Grace LLP
August 28, 2018
Summary of (Active) Trademarks & Service Marks Registered to Cirrus Enterprises, LLC

MARK	REGISTRATION NO.	GOODS AND/OR SERVICES	DEADLINES
	Reg. No. 2,239,274	Cl. 1: adhesives and potting materials for use in the manufacture of electronics, aircraft, aerospace and industrial goods	4/13/19: Renewal due
	Reg. No. 4,962,873	Cl. 39: Packaging thermoset polymers to the order and specification of others	5/24/22: §§8 & 15 due 5/24/26: Renewal due
C. V. NOBER ES		Cl. 40: Custom manufacturing of thermoset polymers for others	
# EVROSERTS	Reg. No. 4,962,875	Cl. 39: Packaging thermoset polymers to the order and specification of others	5/24/22: §§8 & 15 due 5/24/26: Renewal due
		Cl. 40: Custom manufacturing of thermoset polymers for others	

GRACE & GRACE LLP

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intellectual Property

GRACE & GRACE LLP

MARK	REGISTRATION NO.	GOODS AND/OR SERVICES	DEADLINES
	Reg. No. 4,962,874	Cl. 39: Packaging thermoset polymers to the order and specification of others	5/24/22: §§8 & 15 due 5/24/26: Renewal due
m XROUMERTS		Cl. 40: Custom manufacturing of thermoset polymers for others	
*	Reg. No. 5,256,897	Cl. 1: Unprocessed thermoset polymers, namely, epoxies, urethanes, and silicones	8/1/23: §§ 8 & 15 due 8/1/27: Renewal due
* Formulators		Cl. 39: Packaging thermoset polymers to the order and specification of others	
The state of the s		Cl. 40: Custom manufacturing of thermoset polymers for others	
*	Reg. No. 5,547,089	Cl. 1: Unprocessed thermoset polymers, namely, epoxies, urethanes, and silicones	8/21/24: §§ 8 & 15 due 8/21/28: Renewal due
* Similar Formulators	***************************************	Cl. 39: Packaging thermoset polymers to the order and specification of others	
	1	Cl. 40: Custom manufacturing of thermoset polymers for others	
SUPERIOR ENGINEERED MATERIALS IMPECCABLE	4,605,881	Cl. 39: Packaging thermoset polymers to the order and specification of others	9/16/20: §§8 & 15 due 9/16/24: Renewal due
JOPPLAN)		Cl. 40: Custom manufacturing of thermoset polymers for others	

CHEMICAL PACKAGING SOLUTIONS		Mark
166/60/88		App. No.
8/29/18		Filing Date
n/a	04,071	Reg. No.
n/a	11/3/09	Reg. Date
Cirrus Enterprises, LLC DBA E.V. Roberts (a California LLC)	Graco Supply Company (a Texas corporation)	Owner
None	Security interest of MB Financial Bank, N.A. recorded on 9/17/15	Security Interests

TRADEMARK REEL: 006672 FRAME: 0859

RECORDED: 06/18/2019