

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696185

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCP Coatings, LLC		12/20/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5081672	BARKMARK	
Registration Number:	4341451	SILOXOGRIP	
Registration Number:	5826326	DYNAGRIP	
Registration Number:	5826324	DYNAGUARD	
Registration Number:	5826330	DYNATHANE	
Registration Number:	5829050	SILOXOPRIME	
Registration Number:	5829052	SILOXOREZ	
Registration Number:	5826323	SILOXOSHIELD	
Registration Number:	2629564	BARK-MARK	
Registration Number:	1881744	DYNAMATCH	
Registration Number:	2853948	NCP	
Registration Number:	3178046	DYNASPEC	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	8888295817		
Email:	Trevor.Harris@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$315.00 5081672

Address Line 1: 208 South LaSalle St.
Address Line 2: Suite 814
Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER: Diandra M. LaMantia

SIGNATURE: /Diandra M. LaMantia/

DATE SIGNED: 12/20/2021

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of December 20, 2021, by NCP Coatings, LLC, a Delaware limited liability company ("*Grantor*"), in favor of BMO Harris Bank N.A., in its capacity as administrative agent for itself and the other Lenders (together with its successors and assigns in such capacity, "*Grantee*").

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of December 20, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "*Security Agreement*"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lenders (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks set forth on Schedule A, together with, among other things, the goodwill of the business symbolized by the trademarks, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "*Collateral*"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

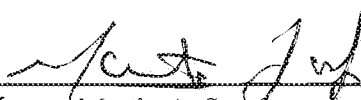
THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

NCP COATINGS, LLC

By: 
Name: Martin A. Sarafa
Title: President

Accepted and agreed to as of the date first set forth above.

GRANTEE:

BMO HARRIS BANK N.A.

By: _____
Name: _____
Title: _____

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

GRANTOR:

NCP COATINGS, LLC

By: _____

Name: _____

Title: _____

Accepted and agreed to as of the date first set forth above.

GRANTEE:





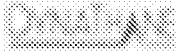


BMO HARRIS BANK N.A.

By:  _____


Name: David Sneddon

Title: Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

GRANTOR¹	TRADEMARK/ SERVICE MARK	APPLICATION NO:	REGISTRATION NO. & DATE
Ncp Coatings, Inc.	BARKMARK 	86964357	5081672 11/15/2016
Ncp Coatings Inc., Formerly Niles Chemical Paint Company Inc.	SILOXOG RIP and Design 	85693239	4341451 05/28/2013
Ncp Coatings, Inc., Formerly Niles Chemical Paint Company, Inc.	DYNAGRIP and Design 	88248208	5826326 08/06/2019
Ncp Coatings, Inc., Formerly Niles Chemical Paint Company, Inc.	DYNAGUARD and Design 	88248191	5826324 08/06/2019
Ncp Coatings, Inc., Formerly Niles Chemical Paint Company, Inc.	DYNATHANE and Design 	88248237	5826330 08/06/2019
Ncp Coatings, Inc., Formerly Niles Chemical Paint Company, Inc.	SILOXOPRIME and Design 	88316124	5829050 08/06/2019
Ncp Coatings, Inc., Formerly Niles Chemical Paint Company, Inc.	SILOXOREZ and Design 	88316573	5829052 08/06/2019

¹ Note to Draft: to be confirmed.

Ncp Coatings, Inc., Formerly Niles Chemical Paint Company, Inc.	SILOXOSHIELD and Design 	88248189	5826323 08/06/2019
Ncp Coatings, Inc.	BARK-MARK	75203841	2629564 10/08/2002
Ncp Coatings, Inc.	DYNAMATCH	74418158	1881744 03/07/1995
Ncp Coatings, Inc.	NCP	78273416	2853948 06/15/2004
Ncp Coatings, Inc.	DYNASPEC	78505763	3178046 11/28/2006