

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM720758

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900678874

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A.P. Nonweiler Co., Inc.		03/02/2022	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Old National Bank
Street Address:	8750 W. Bryn Mawr Avenue, Suite 1300
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60631
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	6036658	MIRROCOAT
Registration Number:	4272170	CHROMATONE
Registration Number:	4272168	LUREMASTER

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: 9188355997
Email: shiers@mcguirewoods.com
Correspondent Name: Fredericka J. Sowers
Address Line 1: 501 Fayetteville Street
Address Line 2: Suite 500
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Fredericka J. Sowers
SIGNATURE:	/Fredericka J. Sowers/
DATE SIGNED:	04/12/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (collectively, “Grantor”) for the benefit of OLD NATIONAL BANK, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of March 2, 2022, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of the Lenders and Administrative Agent and (to the extent provided therein) their Affiliates that are Bank Product Providers, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof (in each case other than any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders and Administrative Agent and (to the extent provided therein) their Affiliates that are Bank Product Providers, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Lenders and Administrative Agent and (to the extent provided therein) their Affiliates that are Bank Product Providers, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each United States Trademark registration and Trademark application owned by Grantor, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark that is the subject of such United States Trademark registration or Trademark application, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

Proceeds means all “proceeds” as such term is defined in Section 9-102(a)(64) of the UCC and, in any event, shall include all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

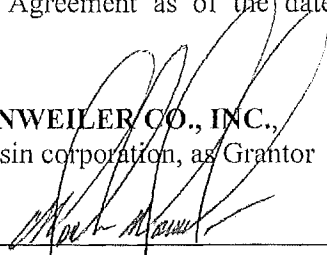
Trademarks means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), 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, and (b) the right to obtain all renewals thereof.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles that would apply the laws of another jurisdiction.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

A.P. NONWEILER CO., INC.,
a Wisconsin corporation, as Grantor

By: 
Name: Mark Nonweiler
Title: Chief Executive Officer

Acknowledged:

OLD NATIONAL BANK, as
Administrative Agent

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007685 FRAME: 0234

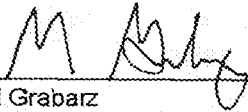
Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause

A.P. NONWEILER CO., INC.,
a Wisconsin corporation, as Grantor

By: _____
Name: _____
Title: _____

Acknowledged


OLD NATIONAL BANK as
Administrative Agent

By:  _____
Name: Michael Grabarz
Title: Senior Vice President

SCHEDULE 1

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Grantor	Mark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
A.P. Nonweiler Co., Inc.		88/622,802	6,036,658	September 19, 2019	April 21, 2020
A.P. Nonweiler Co., Inc.	CHROMATONE	85/633,439	4,272,170	May 23, 2012	January 8, 2013
A.P. Nonweiler Co., Inc.	LUREMASTER	85/633,427	4,272,168	May 23, 2012	January 8, 2013