

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4061193

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
POLYCOR VETRAZZO, INC.	09/15/2016
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS SUBORDINATE AGENT
Street Address:	100 KING STREET WEST, 18TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5X 1A1
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8137454
Patent Number:	7771529
Patent Number:	8236230
Patent Number:	8480802
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	michael.barys@thomsonreuters.com
Correspondent Name:	ANDREA GNIADEK
Address Line 1:	111 WEST MONROE STREET
Address Line 2:	CHAPMAN AND CUTLER LLP
Address Line 4:	CHICAGO, ILLINOIS 60603
NAME OF SUBMITTER:	ANDREA GNIADEK
SIGNATURE:	/Michael Barys/
DATE SIGNED:	09/21/2016
Total Attachments: 8	
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This IP Security Agreement and the indebtedness evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (as amended, supplemented, restated or otherwise modified from time to time as permitted therein, the "Intercreditor Agreement"), dated as of September 15, 2016 among, *inter alia*, the Agent, the Senior Agent and the Obligors, as such agreement may be amended, restated, supplemented or replaced from time to time; and the Agent party hereto, by its acceptance hereof, shall be bound by the provisions of the Intercreditor Agreement.

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated September 15, 2016, is made by Polycor Vetrazzo, Inc., a Delaware corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Bank of Montreal ("BMO"), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a Security Agreement dated as of September 15, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement or the Credit Agreement referred to therein, as applicable.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Secured Creditors a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. The parties hereto each acknowledge and agree that this IP Security Agreement is subject to the provisions of the Intercreditor Agreement and, notwithstanding any provision hereof to the contrary, shall be carried out in accordance with the terms and provisions thereof.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

POLYCOR VETRAZZO, INC., as Grantor

By: _____

Name: Patrick Pérus

Title: Chairman and Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT – POLYCOR VETRAZZO,
INC. - SUBORDINATE]

PATENT
REEL: 040095 FRAME: 0214

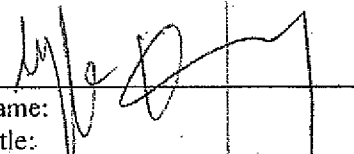
IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

POLYCOR VETRAZZO, INC., as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By:  _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Lyla Karji
Managing Director
Loan Syndication

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT – POLYCOR VETRAZZO, INC. - SUBORDINATE]

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

Patent	Number
Cementitious Composition incorporating high levels of glass aggregate for producing solid surfaces	US 8,137,454
Cementitious Composition incorporating high levels of glass aggregate for producing solid surfaces	US 7,771,529
Method of producing a cementitious sheet-form material having a high level of glass aggregate and a solid surface	US 8,236,230
Cementitious Composition incorporating high levels of glass aggregate for producing solid surfaces	US 8,480,802

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Country	Mark	Serial No.
USA	Vetrazzo	3070356

II. TRADEMARK APPLICATIONS

None.

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.