

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pexco LLC		08/19/2015	LIMITED LIABILITY COMPANY:
Spectrum Plastics Group, Inc.		08/19/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A.
Street Address:	111 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4242554	AISLESMART
Registration Number:	3022621	DAVIDSON TRAFFIC CONTROL PRODUCTS
Registration Number:	2813967	DUOPEX
Registration Number:	2825880	DURAFROST
Registration Number:	1053137	DURAYL
Registration Number:	3156727	EZ MARK
Registration Number:	2291867	FAST EDGE
Registration Number:	1744536	FENCE-WEAVE
Registration Number:	2451995	FINLINK
Registration Number:	1630875	FLEXI-GUIDE
Registration Number:	2099134	MAX-SLAT
Registration Number:	1867014	MISSING LINK
Registration Number:	2496335	PDS
Registration Number:	4363202	PATRICIAN
Registration Number:	2813951	PEXBOND
Registration Number:	2813950	PEXBRAID
Registration Number:	2811591	PEXCLEAR
Registration Number:	2581523	PEXCO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1418371	PVT
Registration Number:	1786151	QUALTHANE
Registration Number:	1343305	SPECTRUM
Registration Number:	3787926	SPECTRUM PLASTICS GROUP
Registration Number:	3716134	SPECTRUM PLASTICS GROUP
Registration Number:	3007637	TRI-LITE
Registration Number:	1865283	WINGED SLAT
Registration Number:	3339096	OP PANEL
Registration Number:	3322930	PEXGLIDE
Registration Number:	3322880	PEX-PF
Registration Number:	3577108	FIN2000
Registration Number:	3599684	MONACO

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Laura E. Pinzur
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	13757.2
NAME OF SUBMITTER:	Laura E. Pinzur
SIGNATURE:	/Laura E. Pinzur by trademarkny/
DATE SIGNED:	08/19/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2015 (this “Agreement”), is made by Pexco LLC and Spectrum Plastics Group, Inc. (each a “Grantor” and together, the “Grantors”) in favor of BMO Harris Bank, N.A., as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office or any other applicable government authority.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”) as collateral security for the Secured Obligations:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to

sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer of any applicable government authority record this Agreement.

SECTION 5. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PEXCO LLC


By: 
Name: Dennis Fink
Title: Chief Financial Officer and Secretary

SPECTRUM PLASTICS GROUP, INC.

By: 
Name: Dennis Fink
Title: Chief Financial Officer and Secretary

Accepted and Agreed:

BMO HARRIS BANK, N.A., as Collateral Agent

By: 
Name: Andrew Rolt
Title: Assistant Vice President



[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005603 FRAME: 0176

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Name	Registrant	Description	Application No./ Reg. No.	Filing Date/ Reg. Date
AISLESMART	Pexco LLC	Non-metal holders for paper labels; non-metal retail shelf strips for holding paper labels or signs; non-metal wooden shelf labels, namely, blank or partially printed labels for wooden shelf units...	85/177,810 4,242,554	16-Nov-10 13-Nov-12
DAVIDSON TRAFFIC CONTROL PRODUCTS	Pexco LLC	Traffic control products [there are additional goods in the registration]	76/603,494 3,022,621	22-Jul-04 06-Dec-05
DUOPEX	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/480,553 2,813,967	06-Jan-03 10-Feb-04
DURAFROST	Pexco LLC	Raw Polymer sheet material for use in the manufacture of . . . [other goods]	76/375,489 2,825,880	26-Feb-02 23-Mar-04
DURAYL	Pexco LLC	Plastic in the form of a molding compound for industrial use	73/068,885 1,053,137	13-Nov-75 23-Nov-76
EZ MARK	Pexco LLC	Traffic control products, namely, pavement markers	78/609,196 3,156,727	14-Apr-05 17-Oct-06
FAST EDGE	Pexco LLC	Plastic lawn and garden edging	75/236,734 2,291,867	24-Jan-97 16-Nov-99
FENCE-WEAVE	Pexco LLC	Plastic ribbon or tape for application to fences to insure privacy	74/239,673 1,744,536	23-Jan-92 05-Jan-93
FINLINK	Pexco LLC	Non-metal slats for chain link fencing	75/757,726 2,451,995	22-Jul-99 15-May-01
FLEXI-GUIDE	Pexco LLC	Flexible plastic high delineator posts drivable into the ground along a highway	74/032,615 1,630,875	26-Feb-90 08-Jan-91
MAX-SLAT	Pexco LLC	Privacy fence inserts, namely, plastic vertical slats designed to fit into chain link fences	75/143,225 2,099,134	18-Jul-96 23-Sep-97
MISSING LINK	Pexco LLC	Plastic privacy slats for attachment to chain link fencing	74/473,099 1,867,014	27-Dec-93 13-Dec-94
PDS	Pexco LLC	Non-metal Fence slats and non-metal top caps for use with chain link fences	76/176,605 2,496,335	06-Dec-00 09-Oct-01

Name	Registrant	Description	Application No./ Reg. No.	Filing Date/ Reg. Date
PATRICIAN	Pexco LLC	Lawn and garden products, namely weed barriers, landscapers' fabric made of plastics, growing bags made of plastics...	85/570,336 4,363,202	15-Mar-12 9-Jul-13
PEXBOND	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/469,564 2,813,951	14-Nov-02 10-Feb-04
PEXBRAID	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/469,563 2,813,950	14-Nov-02 10-Feb-04
PEXCLEAR	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/480,942 2,811,591	07-Jan-03 03-Feb-04
PEXCO	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/192,139 2,581,523	10-Jan-01 18-Jun-02
PVT	Pexco LLC	Plastic vertical tubing to fit into chain link fences for privacy	73/598,421 1,418,371	12-May-86 25-Nov-86
QUALTHANE	Pexco LLC	Flexible plastic tubing for medical and industrial use	74/247,296 1,786,151	14-Feb-92 03-Aug-93
SPECTRUM 	Spectrum Plastics Group, Inc.	Custom Manufacture of Plastic Parts	73/446,309 1,343,305	3-Oct-83 18-Jun-85
SPECTRUM PLASTICS GROUP 	Spectrum Plastics Group, Inc.	Custom manufacturing of plastic parts, plastic components, sub-assemblies and finished products of plastic in the aerospace, consumer, defense, precision industrial and medical markets, specifically excluding pump parts	77/464,602 3,787,926	2-May-08 11-May-10
SPECTRUM PLASTICS GROUP	Spectrum Plastics Group, Inc.	Custom manufacturing of plastic parts; plastic components, sub-assemblies and finished products in the aerospace, consumer, defense, precision industrial and medical markets	77/432,995 3,716,134	27-Mar-08 24-Nov-09
TRI-LITE	Pexco LLC	Lighting accessories for electric light fixtures, namely, Prismatic sheets, lighting wraps, lighting profiles, lighting tube guards and lighting diffusers	76/480,554 3,007,637	06-Jan-03 18-Oct-05

Name	Registrant	Description	Application No./ Reg. No.	Filing Date/ Reg. Date
WINGED SLAT	Pexco LLC	Decorative and privacy slats for chain link fences	74/297,343 1,865,283	24-Jul-92 29-Nov-94
OP PANEL	Pexco LLC	Non-metal fence panels	77/140,499 3,339,096	26-Mar-07 20-Nov-07
PEXGLIDE	Pexco LLC	Medical tubing for guidewire, nitinol and stainless steel used in cardiovascular surgery and procedures	77/084,998 3,322,930	17-Jan-07 30-Oct-07
PEX-PF	Pexco LLC	Plastic tubing for medical equipment and fluid and gas handling devices	77/082,101 3,322,880	12-Jan-07 30-Oct-07
FIN2000	Pexco LLC	Non-metal fence slat panel insert	77/211,798 3,577,108	21-June-07 17-Feb-09
MONACO	Pexco LLC	Plastic extrusions, namely, fencing and decking; plastic extrusions, namely, protective railing for decks, patios, stair banisters, balconies; plastic extrusions, namely, protective waterfront guard railing.	77/356,039 3,599,684	19-Dec-07 31-Mar-09

TRADEMARK APPLICATIONS

None.