

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365202

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900345875

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCCLARIN PLASTICS, LLC		01/14/2015	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	MB FINANCIAL BANK, N.A.
Street Address:	9550 W HIGGINS ROAD 8TH FLOOR
City:	ROSEMONT
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3111415	H
Registration Number:	3138015	S
Registration Number:	3082796	CHUCK E.'S CHOICE
Registration Number:	1803540	LAVTEC
Registration Number:	2917683	S SONOMA SPAS
Registration Number:	1269113	SONOMA
Registration Number:	2492598	HELMET HARDTOPS
Registration Number:	2858749	H HELMET HARDTOPS
Registration Number:	3039906	AMTECH CORPORATION
Registration Number:	2374853	SOLUTIONS
Registration Number:	1699555	MCCP

CORRESPONDENCE DATA

Fax Number: 3122672234

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.

Email: BWINTERSTEIN@HMBLAW.COM

Correspondent Name: BRETT WINTERSTEIN

Address Line 1: 500 W MADISON ST STE 3700

TRADEMARK

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER: BRETT WINTERSTEIN

SIGNATURE: /BRETT WINTERSTEIN/

DATE SIGNED: 12/09/2015

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, McClarin Plastics, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of January __, 2015, between the Grantor and Composites Consolidation Company-II, LLC, a Delaware limited liability company ("**CCC**"), and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This Grant of Security Interest in Trademarks and Patents is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and CCC, and shall be effective as of the date of the Credit Agreement.

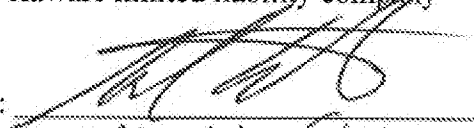
This Grant of Security Interest in Trademarks and Patents has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest in Trademarks and Patents are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks and Patents as of the date of the Credit Agreement.

GRANTOR:

MCCLARIN PLASTICS, LLC,
a Delaware limited liability company

By: 
Name: Martin Stein
Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.

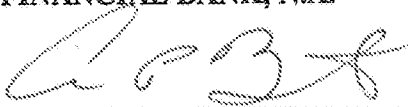
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks and Patents as of the date of the Credit Agreement.

GRANTOR:
MCCLARIN PLASTICS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:
MB FINANCIAL BANK, N.A.

By: 
Name: Amber Bawett
Title: SVP

SCHEDULE A

TRADEMARKS						
Mark	Jurisd.	Status	App. No.	Filing Date	Reg. No	Reg. Date
H (& Design)	US	Registered	78/542,749	1/5/2005	3,111,415	7/4/2006
S (& Design)	US	Registered , Cancelled	78/542,749	1/5/2005	3,138,015	9/5/2006
LAVTEC SEAMLESS BATHROOM MODULES (& DESIGN)	US	Registered , Cancelled	78/625,081	5/6/2005	3,082,796	4/18/2006
LAVTEC	US	Registered	74/204,722	9/18/1991	1803540	11/9/1993
SONOMA SPAS (& Design)	US	Registered	76/332,066	10/31/200 1	2,917,683	1/11/2005
SONOMA	US	Registered , Expired	73/409,521	1/17/1983	1,269,113	3/6/1984
HELMET HARDTOPS	US	Registered	76/154,949	10/26/200 0	2,492,598	9/25/2001
HELMET HARDTOPS (& Design)	US	Registered	78/091,104	10/31/200 1	2,858,749	6/29/2004
AMTECH CORPORATION	US	Registered , Cancelled	78/248,793	5/12/2003	3,039,906	1/10/2006
SOLUTIONS	US	Registered	75/689,513	4/23/1999	2,374,853	8/8/2000
SERVICEMARKS						
MCCP	US	Registered	74/081,747	7/25/1990	1,699,555	7/7/1992

SCHEDULE B

PATENTS						
Bathroom module accessible to wheeled assemblies	US	Issued	08/820,157	3/19/1997	5,903,937	5/18/1999
Seamless bathroom module for a marine vessel	US	Issued, Expired	08/188,494	1/28/1994	5,438,713	8/8/1995
Collar system for connecting the cab of a vehicle to the cargo bed cover or similar boxed attachment	US	Issued	12/586,883	9/28/2009	8,152,228	4/10/2012