

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391752

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jason Incorporated		03/14/2016	Corporation:

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH
Street Address:	60 WALL STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	4629970	DURATEX
Registration Number:	0571005	
Registration Number:	1231635	A
Registration Number:	4664751	AEROTEX
Registration Number:	0408273	ARTAB
Registration Number:	2354626	CAM RUNNER
Registration Number:	2353870	CHURCHILL
Registration Number:	3668069	COOLBALANCE
Registration Number:	0536376	COTTON-FLEX
Registration Number:	4023610	DIALUX
Registration Number:	2808159	DYNAFLEX
Registration Number:	0613728	ENDURION
Registration Number:	4100987	EZ-FLEX
Registration Number:	0536377	FIBRE FLEX
Registration Number:	4788584	JACKSONLEA
Registration Number:	3717696	JASON FINISHING GROUP
Registration Number:	2866457	LEAROK
Registration Number:	0556217	LIQUABRADE

OP \$1165.00 4629970

Property Type	Number	Word Mark
Registration Number:	0973349	LOAD RUNNERS
Registration Number:	1048153	MARABOND
Registration Number:	1041359	MARATEX
Registration Number:	1196113	NATORQ
Registration Number:	0127357	OSBORN
Registration Number:	0569356	OSBORN
Registration Number:	0745621	OSBORN
Registration Number:	0987058	OSBORN
Registration Number:	0987773	OSBORN
Registration Number:	0988709	OSBORN
Registration Number:	0991827	OSBORN
Registration Number:	0992346	OSBORN
Registration Number:	4345315	POLYTEX
Registration Number:	1414988	POWER TUBE
Registration Number:	1492289	PROFILE
Registration Number:	2401489	SEALEZE
Registration Number:	3971577	SNOWPROTEC
Registration Number:	1793403	SOFTOOL
Registration Number:	1039967	STRAT-O-SHEEN
Registration Number:	2536226	SYNTEX
Registration Number:	2536227	SYNTEX PLUS
Registration Number:	3346661	THERM-L-BRUSH
Registration Number:	1570671	ULTRA-GRIT
Registration Number:	2205307	ULTRA-TECH
Registration Number:	1412046	UNI-LOK
Registration Number:	4051773	XTRASEAL
Registration Number:	4055003	XTRASEAL HT
Registration Number:	2697697	MILSCO

CORRESPONDENCE DATA

Fax Number: 4142259753

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: 414-225-9755

Email: docketing@boylefred.com

Correspondent Name: DAVID D. STEIN

Address Line 1: 840 N. PLANKINTON AVE

Address Line 4: MILWAUKEE, WISCONSIN 53203

NAME OF SUBMITTER: David D. Stein

SIGNATURE:	/David D. Stein/
DATE SIGNED:	07/18/2016
Total Attachments: 7 source=00983854#page1.tif source=00983854#page2.tif source=00983854#page3.tif source=00983854#page4.tif source=00983854#page5.tif source=00983854#page6.tif source=00983854#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Deutsche Bank AG New York Branch, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS, the Grantors are party to a Second Lien Security Agreement, dated as of June 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"); *provided*, that the Trademark Collateral shall not include any Excluded Assets (including any Trademark applications excluded pursuant to Section 2.1 hereof):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and
- (iii) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.1 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 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 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 Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. INTERCREDITOR AGREEMENT

Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern and control.

SECTION 5. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 6. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 7. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 8. COUNTERPARTS

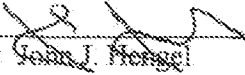
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

JASON INCORPORATED,
as Grantor

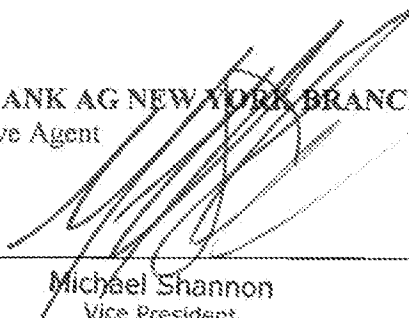
By: _____

Name:  John J. Hengel

Title: Vice President-Finance, Treasurer and
Assistant Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By:



Name: Michael Shannon
Title: Vice President

By:



Name: Peter Cucchiara
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005835 FRAME: 0894

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS⁴

Owner	Mark	Country	Status	App/reg. No.	App/reg. Date
Jason Incorporated	(Pentagon design)	US	Registered	0571005	2/24/1953
Jason Incorporated	A (STYLIZED)	US	Registered	1231635	3/22/1983
Jason Incorporated	AEROTEX	US	Registered	4664751	12/30/2014
Jason Incorporated	ARTAB in stylized letters	US	Registered	0408273	8/1/1944
Jason Incorporated	CAM RUNNER	US	Registered	2354626	6/6/2000
Jason Incorporated	CHURCHILL	US	Registered	2353870	5/30/2000
Jason Incorporated	COOLBALANCE	US	Registered	3668069	8/18/2009
Jason Incorporated	COTTON-FLEX	US	Registered	0536376	1/16/1951
Jason Incorporated	DIALUX	US	Registered	4023610	9/6/2011
Jason Incorporated	DYNAFLEX	US	Registered	2808159	1/27/2004
Jason Incorporated	ENDURION in stylized letters	US	Registered	0613728	10/11/1955
Jason Incorporated	EZ-FLEX	US	Registered	4100987	2/21/2012
Jason Incorporated	FIBRE FLEX	US	Registered	0536377	1/16/1951
Jason Incorporated	JACKSONLEA	US	Registered	4788584	8/11/2015
Jason Incorporated	JASON FINISHING GROUP	US	Registered	3717696	12/1/2009
Jason Incorporated	LEAROK	US	Registered	2866457	7/27/2004
Jason Incorporated	LIQUABRADE	US	Registered	0556217	3/18/1952
Jason Incorporated	LOAD RUNNERS	US	Registered	0973349	11/20/1973
Jason Incorporated	MARABOND	US	Registered	1048153	9/14/1976
Jason Incorporated	MARATEX	US	Registered	1041359	6/15/1976
Jason Incorporated	NATORQ	US	Registered	1196113	5/25/1982

⁴ The record owners marked with “^” are units or divisions of Jason Incorporated.

Owner	Mark	Country	Status	App/reg. No.	App/reg. Date
Jason Incorporated	OSBORN in Pentagon	US	Registered	0127357	11/11/1919
Jason Incorporated	OSBORN in Pentagon	US	Registered	0569356	1/20/1953
Jason Incorporated	OSBORN in Pentagon	US	Registered	0745621	2/26/1963
Jason Incorporated	OSBORN in Pentagon	US	Registered	0987058	6/25/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0987773	7/9/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0988709	7/23/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0991827	8/27/1974
Jason Incorporated	OSBORN in Pentagon	US	Registered	0992346	9/3/1974
Jason Incorporated	POLYTEX	US	Registered	4345315	6/04/2013
Jason Incorporated	POWER TUBE	US	Registered	1414988	10/28/1986
Jason Incorporated	PROFILE	US	Registered	1492289	6/14/1988
Jason Incorporated	SEALEZE	US	Registered	2401489	11/7/2000
Jason Incorporated	SNOWPROTEC	US	Registered	3971577	5/31/2011
Jason Incorporated	SOFTOOL and Design	US	Registered	1793403	9/21/1993
Jason Incorporated	STRAT-O-SHEEN	US	Registered	1039967	5/25/1976
Jason Incorporated	SYNTEX	US	Registered	2536226	2/5/2002
Jason Incorporated	SYNTEX PLUS	US	Registered	2536227	2/5/2002
Jason Incorporated	THERM-L-BRUSH	US	Registered	3346661	12/4/2007
Jason Incorporated	ULTRA-GRIT	US	Registered	1570671	12/12/1989
Jason Incorporated	ULTRA-TECH	US	Registered	2205307	11/24/1998
Jason Incorporated	UNI-LOK	US	Registered	1412046	10/7/1986
Jason Incorporated	XTRASEAL	US	Registered	4051773	11/8/2011
Jason Incorporated	XTRASEAL HT	US	Registered	4055003	11/15/2011
Milscoc	MILSCO logo	US	Registered	2697697	3/18/2003

TRADEMARK

RECORDED: 07/18/2016

REEL: 005835 FRAME: 0896