

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397268

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GENESIS CHEMICAL SYSTEMS, LLC | | 08/01/2016 | Limited Liability Company: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | MB FINANCIAL BANK, N.A. | | |
| Street Address: | 6111 N. RIVER ROAD | | |
| City: | ROSEMONT | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60018 | | |
| Entity Type: | National Banking Association: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86918575 | FIBRIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128761155 | | |
| <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> | | | |
| Phone: | 312-627-2144 | | |
| Email: | pfossier@dykema.com | | |
| Correspondent Name: | MARY ALICE FLAVIN | | |
| Address Line 1: | DYKEMA GOSSETT PLLC | | |
| Address Line 2: | 10 S. WACKER DR., SUITE 2300 | | |
| Address Line 4: | CHICAGO, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Mary Alice Flavin | | |
| SIGNATURE: | /MARY ALICE FLAVIN/ | | |
| DATE SIGNED: | 09/02/2016 | | |
| Total Attachments: 7 | | | |
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, GENESIS CHEMICAL SYSTEMS, 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., as successor in interest to Cole Taylor Bank (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 October 14, 2010, between Fibro Chem, LLC, a Delaware limited liability company (“**Fibro Chem**”) and the Grantee, as amended from time to time, the obligations of Fibro Chem under which have been assigned to, and assumed by Grantor pursuant to the terms of that certain Assignment, Assumption and Modification of Loan Documents dated as of August 1, 2016 by and among Fibro Chem, Grantor, Quad Color Imports, LLC and Grantee (the “**Assignment and Assumption**”), (such Credit and Security Agreement, as so amended from time and time, assigned and assumed, 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 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 shall be effective as of the date of the Assignment and Assumption.

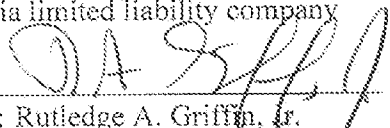
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the 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 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 as of the date of the Assignment and Assumption.

GRANTOR:

GENESIS CHEMICAL SYSTEMS, LLC, a
Georgia limited liability company

By: 
Name: Rutledge A. Griffin, Jr.
Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.,
successor in interest to Cole Taylor Bank

By: _____
Name: Evelyn Berthold
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Assignment and Assumption.

GRANTOR:

GENESIS CHEMICAL SYSTEMS, LLC, a
Georgia limited liability company

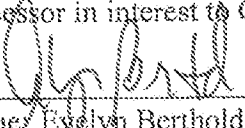
By: _____

Name: Rutledge A. Griffin, Jr.

Title: Manager

GRANTEE:

MB FINANCIAL BANK, N.A.,
successor in interest to Cole Taylor Bank

By:  _____

Name: Evelyn Berthold

Title: Vice President

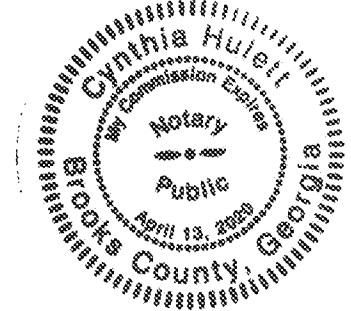
STATE OF Georgia)
COUNTY OF Bowling)

On this 1st day of August, 2016, before me personally came Rutledge A. ~~Griff, Jr.~~ ^{Griffin} ~~ca.~~, to me known, who, being by me duly sworn did depose and say that he is the Manager of Genesis Chemical Systems, LLC, a Georgia limited liability company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Cynthia Hulett
Notary Public

My Commission Expires: April 13, 2020



STATE OF _____)
COUNTY OF _____)

On this 1st day of August, 2016, before me personally came Evelyn Berthold, to me known, who, being by me duly sworn did depose and say that she is a Vice President of MB Financial Bank, N.A., a national banking association, the company described in and which executed the foregoing instrument and that she signed her name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

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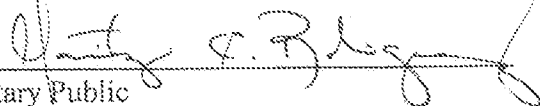
Notary Public

My Commission Expires: _____

STATE OF Illinois)
)
COUNTY OF Coole)

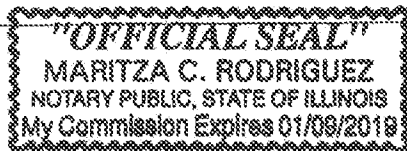
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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: _____



Schedule A - Trademarks

| Country | Trademark | Application/Serial # | File Date | Owner |
|----------------|------------------|-----------------------------|-------------------|-----------------|
| U.S. | FIBRIL | 86918575 | February 24, 2010 | Fibro Chem, LLC |

Schedule B – Patents

None.