# ETAS ID: TM401023

## Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Technology Products, Inc.		10/04/2016	Corporation: OHIO

TRADEMARK ASSIGNMENT COVER SHEET

## **RECEIVING PARTY DATA**

Name:	The Huntington National Bank		
Street Address:	2361 Morse Road		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43229		
Entity Type:	National Banking Association: UNITED STATES		

## **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2146861	ADVANCED TECHNOLOGY PRODUCTS
Registration Number:	2116089	ATP
Registration Number:	2116088	ATP
Serial Number:	86324402	DURA-PURE
Serial Number:	75200165	FREE ANGLE
Serial Number:	77617225	MONOSHIELD
Serial Number:	85898268	NYLOCHEM
Serial Number:	85898207	SURETHANE
Serial Number:	75200163	TECHNIBOND
Serial Number:	75200278	TECHNIBOND

## **CORRESPONDENCE DATA**

**Fax Number:** 6142272100

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:** 6142272000

**Email:** rmorgan@porterwright.com

Correspondent Name: Robert J. Morgan
Address Line 1: 41 South High Street

Address Line 2: Suite 2900

TRADEMARK REEL: 005891 FRAME: 0613

900380501

Address Line 4: Colur	mbus, OHIO 43215
ATTORNEY DOCKET NUMBER:	207601
NAME OF SUBMITTER:	Robert J. Morgan
SIGNATURE:	/Robert J. Morgan/
DATE SIGNED:	10/05/2016
Total Attachments: 5 source=ATP Trademark SA#page1.tif source=ATP Trademark SA#page2.tif source=ATP Trademark SA#page3.tif source=ATP Trademark SA#page4.tif source=ATP Trademark SA#page5.tif	

## SHORT FORM TRADEMARK SECURITY AGREEMENT

SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of October  $\frac{L}{L}$ , 2016, by ADVANCED TECHNOLOGY PRODUCTS, INC., an Ohio corporation ("Borrower"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.9 (Additional Grantors) of the Security Agreement referred to below (together with Borrower, each a "Grantor" and, collectively, the "Grantors") in favor of THE HUNTINGTON NATIONAL BANK ("Lender").

#### WITNESSETH:

WHEREAS, pursuant to the Business Loan Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") between Borrower and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement and Collateral Assignment of even date herewith in favor of Lender (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to continue to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

- Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and Trademark Licenses to which it is a party, including without limitation those referred to on *Schedule I* hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark Licensed under any Trademark License.
- Section 3. Security Agreement. The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

[SIGNATURE PAGES FOLLOW]

COLUMBUS/1823236v.1

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

Very truly yours,

**GRANTOR:** 

ADVANCED TECHNOLOGY PRODUCTS, INC., AN OHIO CORPORATION

By: James R. McCoy, President

ACCEPTED AND AGREED as of the date first above written:

THE HUNTINGTON NATIONAL BANK

Name: Nancy Crooks

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

#### ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO	)
	) ss.
COUNTY OF FRANKLIN	)

On this 29<sup>th</sup> day of September, 2016, before me personally appeared James R. McCoy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ADVANCED TECHNOLOGY PRODUCTS, INC., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Susan E. Portwood

Notary Public, State of Ohio

Commission Expires October 18, 2019

**Notary Public** 

## SCHEDULE I

## TO

## SHORT FORM TRADEMARK SECURITY AGREEMENT

## Trademark Registrations

## A. REGISTERED TRADEMARKS

Trademark	Country	Status	App. Date	App. No.	Reg. Date	Reg. No.
ADVANCED TECHNOLOGY PRODUCTS	United States	Registered	11/19/1996	75200277	3/24/1998	2146861
ATP	United States	Registered	11/19/1996	75200276	11/25/1997	2116089
ATP (STYLIZED)	Australia	Registered	8/26/1998	771561	8/26/1998	771561
ATP (STYLIZED)	United States	Registered	11/19/1996	75200166	11/25/1997	2116088
DURA-PURE	United States	Registered	6/30/2014	86324402	3/31/2015	4714108
FREE ANGLE	Australia	Registered	8/26/1998	771557	8/26/1998	771557
FREE ANGLE	United States	Registered	11/19/1996	75200165	4/21/1998	2151959
MONOSHIELD	United States	Registered	11/17/2008	77617225	3/9/2010	3758852
NYLOCHEM	United States	Registered	4/8/2013	85898268	11/19/2013	4436224
SURETHANE	United States	Registered	4/8/2013	85898207	11/19/2013	4436218
TECHNIBOND	Australia	Registered	8/26/1998	771560	8/26/1998	771560
TECHNIBOND	United States	Registered	11/19/1996	75200163	1/13/1998	2128618
TECHNIBOND AND DESIGN	Australia	Registered	8/26/1998	771559	8/26/1998	771559
TECHNIBOND AND DESIGN	United States	Registered	11/19/1996	75200278	1/20/1998	2130216

## B. TRADEMARK APPLICATIONS

None

## C. TRADEMARK LICENSES

None

**RECORDED: 10/05/2016** 

[SCHEDULE 1 TO SHORT FORM TRADEMARK SECURITY AGREEMENT]