

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomas Scientific, LLC		09/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 STATE STREET		
Internal Address:	MS1515		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4644085	THOMAS SCIENTIFIC	
Registration Number:	4566840	THOMAS SCIENTIFIC T	
Registration Number:	1829109	ASCARITE	
Registration Number:	1347032	THOMAS SCIENTIFIC	
Registration Number:	1310528	THOMAS SCIENTIFIC	
Registration Number:	1169041	STORMER	
Registration Number:	1134932	ASCARITE II	
Registration Number:	0912932	WILEY	
Registration Number:	0713142	THOMAS	
Registration Number:	0526688	LUBRISEAL	
Registration Number:	0132165	LUBRISEAL	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	trademarks@kslaw.com,vbantug@kslaw.com		
Correspondent Name:	King & Spalding		

OP \$290.00 4644085

Address Line 1: 100 N Tryon Street
Address Line 2: Suite 3900
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18588.015304

NAME OF SUBMITTER: Vicky R. Bantug

SIGNATURE: /Vicky R. Bantug /

DATE SIGNED: 09/06/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of September 1, 2017, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of and accepted and agreed to by CITIZENS BANK, N.A., as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, "Agent") for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), by and among THOMAS SCIENTIFIC HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), the Grantor, the several banks and other financial institutions or entities from time to time party thereto (the "Lenders") and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has, pursuant to a Guarantee and Collateral Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among Holdings, the Grantor, the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time party hereto, and Agent, granted a security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined below) to the Agent, for the ratable benefit of the Secured Parties (as defined in the Credit Agreement), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of such Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Agent, for the ratable benefit of the Secured Parties, a 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, including, without limitation, those trademarks registered to such Grantor referred to on Schedule I hereto, and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2 or elsewhere in this Agreement, the security interest granted under this Agreement shall not constitute a grant of a security interest in any Excluded Property (as defined in the Collateral Agreement).

Section 3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control.

Section 4. Termination. Upon the occurrence of the Termination Date (as defined in the Collateral Agreement), the lien and security interest in the Trademark Collateral under this Agreement shall be automatically released in accordance with the terms of the Collateral Agreement and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form evidencing such release.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective legal delivery thereof and shall be deemed an original signature hereunder for all purposes.

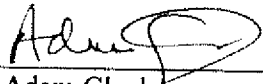
Section 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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.

GRANTOR:

THOMAS SCIENTIFIC, LLC,
a Delaware limited liability company

By: 
Name: Adam Gluckman
Title: Co-President and Secretary

ACCEPTED AND AGREED
as of the date first above written:


CITIZENS BANK, N.A.,
as Agent

By: Aman Patel
Name: Aman Patel
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

1. Registered Trademarks:

<u>Trademarks - Title</u>	<u>Application No.</u>	<u>Reg. No.</u>	<u>Credit Party</u>
THOMAS SCIENTIFIC	86201613	4644085	Thomas Scientific, LLC
THOMAS SCIENTIFIC T 	86039149	4566840	Thomas Scientific, LLC
ASCARITE	74338359	1829109	Thomas Scientific, LLC
THOMAS SCIENTIFIC	73466298	1347032	Thomas Scientific, LLC
THOMAS SCIENTIFIC	73466299	1310528	Thomas Scientific, LLC
STORMER	73236827	1169041	Thomas Scientific, LLC
ASCARITE II	73202739	1134932	Thomas Scientific, LLC
WILEY	72339371	0912932	Thomas Scientific, LLC
THOMAS	72093881	0713142	Thomas Scientific, LLC
LUBRISEAL LUBRISEAL	71576384	0526688	Thomas Scientific, LLC
LUBRISEAL LUBRISEAL	71124570	0132165	Thomas Scientific, LLC

2. Trademark Applications

N/A.