

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Cash Flow Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Environmental Materials, LLC		02/20/2019	Limited Liability Company: DELAWARE
Talus Systems, LLC		02/20/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Road
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3317975	S
Registration Number:	3329352	INSPIRED BY NATURE CRAFTED WITH PRECISIO
Registration Number:	3344075	S
Registration Number:	3344076	INSPIRED BY NATURE CRAFTED WITH PRECISIO
Registration Number:	3448054	ENVIRONMENTAL STONEWORKS
Registration Number:	5330232	LUXOR PANEL
Registration Number:	4981296	PROSTACK
Registration Number:	4448674	CLIPSTONE
Registration Number:	4687181	CLIPSTONE

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Brett M. Novick, Esq.

Address Line 1: 919 Third Avenue

TRADEMARK

Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Brett M. Novick

SIGNATURE: /Brett Novick/

DATE SIGNED: 02/22/2019

Total Attachments: 5

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CASH FLOW NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of February 20, 2019, made by each of the parties party hereto (collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Cash Flow Credit Agreement, dated as of April 12, 2018 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrower, the Grantors and the other parties thereto have executed and delivered a Cash Flow Guarantee and Collateral Agreement, dated as of April 12, 2018, (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to that certain Assumption Agreement, dated as of February 20, 2019, in favor of the Collateral Agent, each Grantor became a party to the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals,

have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *


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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ENVIRONMENTAL MATERIALS, LLC

By: 
Name: Shawn K. Poe
Title: Chief Financial Officer

TALUS SYSTEMS, LLC

By: 
Name: Shawn K. Poe
Title: Chief Financial Officer




JPMORGAN CHASE BANK, N.A.,
as Agent

By: Pete S. Pruden

Name: Peter S. Pruden
Title: Executive Director

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Environmental Materials, LLC	United States		3,317,975	6/26/2006	10/23/2007
Environmental Materials, LLC	United States	REGISTERED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE	3,329,352	6/26/2006	11/6/2007
Environmental Materials, LLC	United States		3,344,075	6/26/2006	11/27/2007
Environmental Materials, LLC	United States	REGISTERED BY THE UNITED STATES PATENT AND TRADEMARK OFFICE	3,344,076	6/26/2006	11/27/2007
Environmental Materials, LLC	United States	ENVIRONMENTAL STONEWORK	3,448,054	6/6/2007	6/17/2008
Environmental Materials, LLC	United States	LUXOR PANEL	5,330,232	9/10/2015	11/7/2017
Environmental Materials, LLC	United States	PROSTACK	4,981,296	6/17/2015	6/21/2016
Talus Systems, LLC	United States	CLIPSTONE	4,448,674	7/29/2012	12/10/2013
Talus Systems, LLC	United States		4,687,181	2/4/2014	2/17/2015