

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522010

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900493194

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Remet PIC, Inc.		12/31/2018	Corporation: DELAWARE
Remet Corporation		12/31/2018	Corporation: CALIFORNIA
Calwax LLC		12/31/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	City Place 1, 185 Asylum Street
City:	HARTFORD
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	5304306	REMASOL ADBOND
Registration Number:	5234945	BV
Registration Number:	5230677	RC LATEX
Registration Number:	5230665	3301
Registration Number:	5203095	ADBOND ULTRA!
Registration Number:	5561503	DIPSEAL
Registration Number:	5033380	YATES
Registration Number:	5144454	ADBOND ADVANTAGE
Registration Number:	5131709	ADBOND AD-II
Registration Number:	5083899	YATES
Registration Number:	5072349	ADBOND QUIKSET
Registration Number:	5052509	5550K
Registration Number:	5048029	AQUACAST
Registration Number:	5047937	3587D
Registration Number:	5047936	J23
Registration Number:	5047935	J10

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5047924	SOLUWAX
Registration Number:	5043874	PC15
Registration Number:	5039155	X38
Registration Number:	4991625	5321R
Registration Number:	4986717	A21
Registration Number:	4984804	RENU
Registration Number:	4984579	ECOWASH
Registration Number:	4976631	PX20
Registration Number:	4976628	PX 12
Registration Number:	4923546	REMEWASH
Registration Number:	4761846	CITRIWASH
Registration Number:	4345652	SLICK MOLD
Registration Number:	3148551	RED C
Registration Number:	3151029	UTILITY
Registration Number:	2778657	SOLUCORE
Registration Number:	3875446	EZ-CAST
Registration Number:	3655262	ZIR OXIDE
Registration Number:	3364313	WIOI
Registration Number:	2755702	LITEFILL
Registration Number:	2699626	ADBOND
Registration Number:	2708601	STICKTITE
Registration Number:	2669740	TIWAX
Registration Number:	2450905	HYFILL
Registration Number:	2276982	TICOAT
Registration Number:	2044671	ECOWAX
Registration Number:	1981214	ADBOND
Registration Number:	1074807	REMASOL
Registration Number:	1565327	ADBOND
Registration Number:	1267518	REMASIL
Registration Number:	1132037	CASTYLENE
Registration Number:	5158688	YOUR CONCEPT TO CASTING PARTNER
Registration Number:	4210471	FASTFORM
Registration Number:	3089227	REMET
Registration Number:	1054581	REMET
Registration Number:	1054580	REMET
Registration Number:	5625774	CALSPA
Registration Number:	5157197	CALMAISON
Registration Number:	5139843	CEDA-SERICA

Property Type	Number	Word Mark
Registration Number:	5067049	CALSOY
Registration Number:	3691249	CALWAX
Registration Number:	3713991	CALWAX
Registration Number:	3646240	
Registration Number:	3653686	LA LUZ
Registration Number:	3025981	SOUTHWEST WAX
Registration Number:	3117718	SOUTHWEST WAX
Serial Number:	88067876	ECOWAX FCW
Serial Number:	88067845	ECOWAX SCW
Serial Number:	88066816	ECOWAX TRACK & TURF
Serial Number:	88128868	ECOWAX SPORT WAX
Serial Number:	88128831	ECOWAX SURF
Serial Number:	88067863	REMET FCW
Serial Number:	88067821	REMET SCW

CORRESPONDENCE DATA

Fax Number: 2125453401
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: 2125921418
Email: bwerbin@herrick.com
Correspondent Name: BARRY WERBIN
Address Line 1: 2 Park Avenue
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	17959/002
NAME OF SUBMITTER:	Barry Werbin
SIGNATURE:	/Barry Werbin/
DATE SIGNED:	05/03/2019

Total Attachments: 24
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page1.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page2.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page3.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page4.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page5.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page6.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page7.tif

source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page8.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page9.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page10.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page11.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page12.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page13.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page14.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page15.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page16.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page17.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page18.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page19.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page20.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page21.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page22.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page23.tif
source=Bank of America - Remet 2018 - EXECUTED Amended and Restated Patent Trademark and Copyright Security Agreement#page24.tif

AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This **AMENDED AND RESTATED PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (this "Agreement") dated as of December 31, 2018, is entered into by and among **REMET CORPORATION**, a California corporation ("Remet"), **REMET PIC, INC.**, a Delaware corporation ("Remet PIC"), **REMET ALCOHOLS, INC.**, a Delaware corporation ("Remet Alcohols"), **CALWAX, LLC**, a Delaware limited liability company ("Calwax"), **210 COMMONS ROAD (UTICA), L.L.C.**, a Delaware limited liability company ("Commons"), **16511 KNOTT AVENUE (LAMIRADA), L.L.C.**, a Delaware limited liability company ("LaMirada), and **3120 E. WASHINGTON ST. (PHOENIX), L.L.C.**, a Delaware limited liability company ("Washington"; Remet, Remet PIC, Remet Alcohols, Calwax, Commons, LaMirada and Washington shall hereinafter be collectively referred to as "Debtors" and individually as "Debtor"), and **BANK OF AMERICA, N.A.**, a national banking association ("Lender"), in light of the following:

WHEREAS, Remet, Remet PIC, Remet Alcohols, Remet UK, Ltd., a private limited company organized under the laws of England and Wales ("Remet UK"), and Southwest Wax, LLC, a Delaware limited liability company ("Southwest"), entered into that certain Loan and Security Agreement, dated as of April 2, 2007, as amended on October 31, 2007, February 1, 2008, April 2, 2010, April 16, 2010, March 20, 2012, September 12, 2013 and December 19, 2014, pursuant to which Lender may make loans and advances to Remet, Remet PIC, Remet Alcohols, Remet UK and Southwest pursuant to the terms thereof (the "Original Loan Agreement");

WHEREAS, in connection with the Original Loan Agreement, Remet, Remet PIC, Remet Alcohols, Remet UK and Southwest entered into that certain Patent, Trademark and Copyright Security Agreement dated as of April 2, 2007 (the "Original IP Security Agreement");

WHEREAS, Southwest merged into Calwax, LLC, a Delaware limited liability company ("Calwax");

WHEREAS, Calwax, Utica and LaMirada were added as debtors under the Original Loan Agreement pursuant to amendments to the Original Loan Agreement;

WHEREAS, the Original Loan Agreement is being amended and restated pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Loan Agreement") entered in to by and among Debtors and Lender;

WHEREAS, each Debtor is or may in the future be the owner of certain intellectual property, in which such Debtor is granting a security interest to Lender; and

WHEREAS, Lender is not willing to enter into the Loan Agreement unless Debtors enter into this Agreement.

NOW, THEREFORE, as an inducement to Lender to enter into the Loan Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, each of the undersigned hereby covenants and agrees to amend and restate the Original IP Security Agreement for the benefit of Lender as follows:

1. **Definitions and Construction.**

(a) **Definitions.** The following terms, as used in this Agreement, have the following meanings:

“Code” means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

“Collateral” means:

(i) Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by any Debtor, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices, business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, or acquired, by any Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including, without limitation, all foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of each Debtor’s right, title, and interest in and to the registrations of and applications for marks listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iv) All of each Debtor’s right, title, and interest in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of each Debtor’s right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of such Debtor or in the name of Lender for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vi) All of each Debtor's right, title, and interest in all patentable inventions, right to file applications for patents under federal patent law or regulation or law or regulation of any foreign country, right to request re-examination and/ or re-issue of the patents, right (without obligation) to sue or bring interference proceedings in the name of such Debtor or in the name of Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto, in the United States and any foreign country;

(vii) All of each Debtor's (i) original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registration and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivisions thereof, all whether now owned or hereafter acquired by any Debtor, including, but not limited to, those described on Schedule C, attached hereto, and (ii) all reissues, extensions or renewals thereof and all licenses thereof;

(viii) All general intangibles relating to the foregoing; and

(ix) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender or Debtors, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtors, Lender, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of Lender and Debtors.

2. **Grant of Security Interest**. Each Debtor hereby grants to Lender a first-priority security interest in, and conditionally assigns, but does not transfer title, to Lender, all of such Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. **Representations, Warranties and Covenants**. Each Debtor hereby represents, warrants, and covenants that:

(a) (i) A true and complete schedule setting forth all federal and state registrations of marks owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule B;

(iii) A true and complete schedule setting forth all copyright registrations owned by such Debtor, together with a summary description and full information in respect of the registration, filing or issuance thereof and expiration dates, is set forth on Schedule C.

(b) To the best of such Debtor's knowledge as of the date hereof, each of the patents, marks, copyrights and registrations of marks and copyrights is valid and enforceable, and such Debtor is not presently aware of any past, present, or prospective claim by any third party that any of the patents, marks or copyrights is invalid or unenforceable, or that the use of any patents or marks or copyrights violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A or Schedule B or Schedule C, as the case may be.

(c) Except as set forth on Schedule D, attached hereto, each Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, marks, mark registrations, copyrights and copyright registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by such Debtor not to sue third persons;

(d) Each Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents, registered marks, copyrights and copyright registrations;

(e) Each Debtor has used and will continue to use consistent standards of high quality (which may be consistent with such Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the patents, marks and copyrights, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents, marks and copyrights;

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder with respect to domestic patents, trademarks and copyrights, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by Debtors of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtors or for the perfection of or the exercise by Lender of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Patent, Copyright or Trademark Rights.** If a Debtor shall obtain or create rights to any new marks or copyrights, any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Each Debtor shall give prompt notice in writing to Lender with respect to any such new marks, copyrights and patents, and to the renewal or extension of any registration of a mark or copyright. Each Debtor

shall bear any expenses incurred in connection with future patent applications and registrations of marks and copyrights.

5. **Litigation and Proceedings.** Each Debtor shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Each Debtor shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at a Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that a Debtor is not responsible for Lender's attorneys' fees if Lender voluntarily chooses to become a party to any suit. Following a Debtor's becoming aware thereof, such Debtor shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding such Debtor's claim of ownership in any of the patents, marks or copyrights, such Debtor's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks, patents and copyrights.

6. **Power of Attorney.** Each Debtor grants Lender power of attorney, having the full authority, and in the place of, such Debtor and in the name of such Debtor exercisable from time to time following an Event of Default (as defined in Section 8 hereof), and in Lender's discretion following such an Event of Default, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To endorse such Debtor's name on all applications, documents, papers, and instruments necessary for Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect.** Each Debtor grants to Lender and its employees and agents the right to visit such Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents, trademarks or copyrights, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and as provided in the Loan Agreement.

8. **Event of Default.** Any of the following events shall be an Event of Default: An Event of Default shall occur as defined in the Loan Agreement;

9. **Specific Remedies.** Upon the occurrence and continuance of any Event of Default, Lender shall have, in addition to other rights given by law or in this Agreement, the Loan

Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including, without limitation, the following:

(a) Lender may notify licensees to make royalty payments on license agreements directly to Lender;

(b) Lender may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to a Debtor 10 days prior to such disposition. The relevant Debtor shall be credited with the net proceeds of such sale only when they are actually received by Lender, and the relevant Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Lender shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by the relevant Lender at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. **General Provisions.**

(a) Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by each Debtor and accepted and executed by Lender.

(b) Cumulative Remedies: No Prior Recourse to Collateral. The enumeration herein of Lender's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that Lender may have under the Loan Agreement, the Code or other applicable law. Lender shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) No Implied Waivers. No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Lender shall affect its rights to require strict performance of this Agreement.

(d) Severability. If any provision of this Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

(e) Governing Law. This Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. Debtors agree that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. Debtors hereby waive personal service of process and agree that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to Debtors, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. EACH DEBTOR AND LENDER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. EACH DEBTOR AND LENDER CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of Debtors' representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Lender or its agents.

(i) Fees and Expenses. Debtors shall pay to Lender on demand all costs and expenses that Lender pays or incurs in connection with the enforcement and termination of this Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to Lender (including, without limitation, the allocated fees and costs of Lender's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of Lender's in-house counsel and paralegals)) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of Debtors under this Agreement that Debtors fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of Lender's in-house counsel and paralegals)) paid or incurred to enforce the security interest created hereunder, sell or

otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by Debtors. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 13.3 of the Loan Agreement.

(k) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Debtors without the prior written consent of Lender. The rights and benefits of Lender hereunder shall, if Lender so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Agreement is intended by Debtors and Lender to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by Debtors and a duly authorized officer of Lender.

(m) Counterparts. This Agreement may be executed in any number of counterparts and by Lender and Debtors in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(n) Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

(o) Termination By Lender. After termination of the Loan Agreement and when Lender has received payment and performance in full of all Obligations, Lender shall execute and deliver to Debtors a termination of all of the security interests granted by Debtors hereunder.

11. **Amendment and Restatement**. This Agreement represents a continuation of an existing obligation subject to the amendment and restatement of certain terms, as set forth herein. The Original IP Security Agreement is amended and restated and superseded in its entirety by this Agreement, but the obligations evidencing the Original IP Security Agreement shall not be discharged or impaired by the execution and delivery of this Agreement, and the execution and delivery of this Agreement is not intended to constitute a novation of the Original IP Security

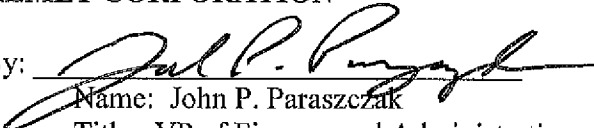
Agreement nor impair or modify the priority of any security document executed in connection therewith.

[SIGNATURES ON THE FOLLOWING PAGE.]

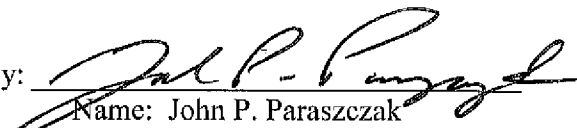
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

DEBTORS:

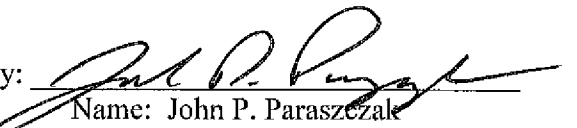
REMET CORPORATION

By: 
Name: John P. Paraszczak
Title: VP of Finance and Administration

REMET PIC, INC.

By: 
Name: John P. Paraszczak
Title: VP of Finance and Administration

REMET ALCOHOLS, INC.

By: 
Name: John P. Paraszczak
Title: VP of Finance and Administration

CALWAX, LLC

By: _____
Name: John S. Paraszczak
Title: Manager

[BOA – Remet - Signature Page to Amended and Restated Patent, Trademark and Copyright Security Agreement, page 1 of 2]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

DEBTORS:

REMET CORPORATION

By: _____
Name: John P. Paraszczak
Title: VP of Finance and Administration

REMET PIC, INC.

By: _____
Name: John P. Paraszczak
Title: VP of Finance and Administration

REMET ALCOHOLS, INC.

By: _____
Name: John P. Paraszczak
Title: VP of Finance and Administration

CALWAX, LLC

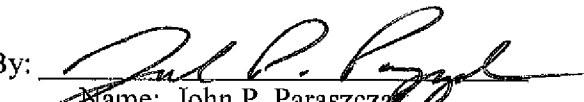
By:  _____
Name: John S. Paraszczak
Title: Manager

[BOA – Remet - Signature Page to Amended and Restated Patent, Trademark and Copyright Security Agreement, page 1 of 2]

210 COMMONS ROAD (UTICA), L.L.C.

By: Remet Real Estate Holding Company, L.L.C.,
its Manager

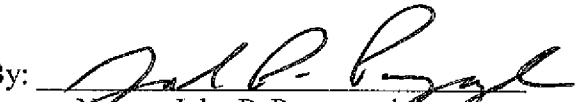
By: Remet Corporation, its Manager

By: 
Name: John P. Paraszczak
Title: VP of Finance and Administration

**3120 E. WASHINGTON ST. (PHOENIX),
L.L.C.**

By: Remet Real Estate Holding Company, L.L.C.,
its Manager

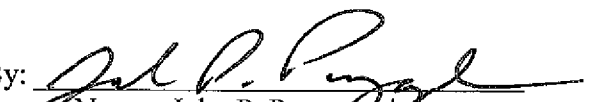
By: Remet Corporation, its Manager

By: 
Name: John P. Paraszczak
Title: VP of Finance and Administration

16511 KNOTT AVENUE (LAMIRADA), L.L.C.

By: Remet Real Estate Holding Company,
L.L.C., its Manager

By: Remet Corporation, a California
corporation, its Manager

By: 
Name: John P. Paraszczak
Title: VP of Finance and Administration

[BOA – Remet - Signature Page to Amended and Restated Patent, Trademark and Copyright
Security Agreement, page 2 of 2]

LENDER:

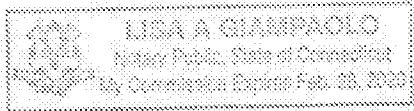
BANK OF AMERICA

By: Cynthia Stannard
Name: Cynthia Stannard
Title: Senior Vice President

STATE OF Connecticut)
) ss.: Hartford
COUNTY OF Hartford)

On the 5th day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Cynthia Stannard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

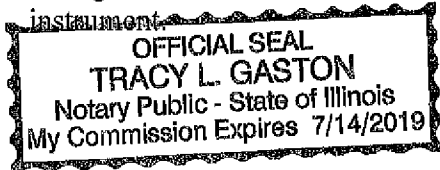
[Signature]
NOTARY PUBLIC



[Bank of America – Remet – Signature Page to Amended and Restated Patent, Trademark and Copyright Security Agreements]

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

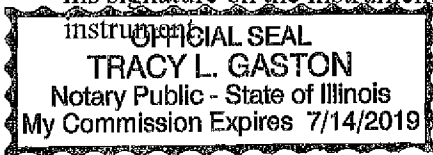
On the 4th day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

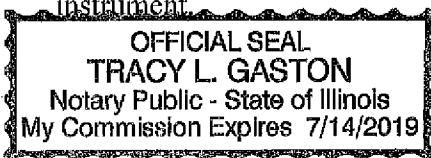
On the 4th day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Paraszczak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On the 4th day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

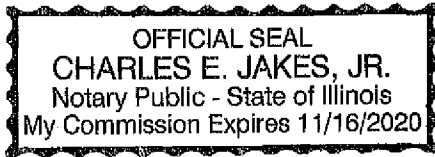


[Signature]
Notary Public

[Bank of America – Remet - Acknowledgement Page to Agreement (1 of 3)]

STATE OF Illinois)
) ss.:
COUNTY OF COOK)

On the 1th day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John S. Paraszczak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.



Charles E. Jakes Jr.
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Bank of America – Remet - Acknowledgement Page to Agreement (2 of 3)]

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John S. Paraszczak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF *Illinois*)
) ss.:
COUNTY OF *Cook*)

On the *4th* day of *December* in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.



Tracy L. Gaston

Notary Public

[Bank of America – Remet - Acknowledgement Page to Agreement (2 of 3)]

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On the 4th day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Paraszczak personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On the 4th day of December in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Paraszczak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument.



[Signature]
Notary Public

Schedule A
Trademarks
See attached.

No.	Serial No.	Registration No.	Work Mark	Due Date	Owner
1.	87102408	5304306	REMASOL ABOUND	10/10/23	Remet PIC, Inc.
2.	87005605	5234945	BV	7/4/23	Remet PIC, Inc.
3.	87009608	5230677	RC LATEX	6/27/23	Remet PIC, Inc.
4.	87007252	5230665	3301	6/27/23	Remet PIC, Inc.
5.	87004067	5203095	ABOUND ULTRA!	5/16/23	Remet PIC, Inc.
6.	86921316	5561503	DIP SEAL	9/11/24	Remet PIC, Inc.
7.	86733110	5033380	YATES	8/30/22	Remet PIC, Inc.
8.	86848548	5144454	ADBOND ADVENTURE	2/21/23	Remet PIC, Inc.
9.	86909988	5131709	ADBOND AD-II	1/31/23	Remet PIC, Inc.
10.	87635835	5083899	YATES – Design Form	11/15/22	Remet PIC, Inc.
11.	86937120	5072349	ADBOND QUIKSET	11/1/22	Remet PIC, Inc.
12.	86709250	5052509	5550K	10/4/22	Remet PIC, Inc.
13.	86729432	5048029	AQUACAST	9/27/22	Remet PIC, Inc.
14.	86710816	5047937	3587D	9/27/22	Remet PIC, Inc.
15.	86710803	5047936	J23	9/27/22	Remet PIC, Inc.
16.	86710791	5047935	J10	9/27/22	Remet PIC, Inc.
17.	86709259	5047924	SOLUWAX	9/27/22	Remet PIC, Inc.
18.	86716761	5043874	PC15	9/20/22	Remet PIC, Inc.
19.	86716792	5039155	X38	9/13/22	Remet PIC, Inc.
20.	86712490	4991625	5321R	7/5/22	Remet PIC, Inc.
21.	86715655	4986717	A21	6/28/22	Remet PIC, Inc.
22.	86589193	4984804	RENU	6/21/22	Remet PIC, Inc.
23.	86561660	4984579	ECOWASH	6/21/22	Remet PIC, Inc.
24.	86710047	4976631	PX20	6/14/22	Remet PIC, Inc.
25.	86709228	4976628	PX12	6/14/22	Remet PIC, Inc.
26.	86337033	4923546	REMEWASH	3/22/22	Remet PIC, Inc.
27.	86338619	4761846	CITRIWASH	6/23/21	Remet PIC, Inc.
28.	85679054	4345652	SLICK MOLD	6/4/19	Remet PIC, Inc.
29.	78738834	3148551	RED C	9/26/26	Remet PIC, Inc.
30.	78747070	3151029	UTILITY	10/3/26	Remet PIC, Inc.

No.	Serial No.	Registration No.	Work Mark	Due Date	Owner
31.	78090012	2778657	SOLUCORE	10/28/23	Remet PIC, Inc.
32.	77755330	3875446	EZ-CAST	10/16/20	Remet PIC, Inc.
33.	77206893	3655262	ZIR OXIDE	7/14/19	Remet PIC, Inc.
34.	77023462	3364313	WIOI	1/8/28	Remet PIC, Inc.
35.	76448864	2755702	LITEFILL	8/26/23	Remet PIC, Inc.
36.	76308984	2699626	ADBOND	3/25/23	Remet PIC, Inc.
37.	76295606	2708601	STICKTITE	4/22/23	Remet PIC, Inc.
38.	76040899	2669740	TIWAX	12/31/22	Remet PIC, Inc.
39.	76009728	2450905	HYFILL	5/15/21	Remet PIC, Inc.
40.	75173009	2276982	TICOAT	9/14/19	Remet PIC, Inc.
41.	74660916	2044671	ECOWAX	3/11/27	Remet PIC, Inc.
42.	74708644	1981214	ADBOND	6/18/26	Remet PIC, Inc.
43.	73104023	1074807	REMASOL	10/11/27	Remet PIC, Inc.
44.	73781856	1565327	ADBOND	11/14/19	Remet PIC, Inc.
45.	74066327	1267518	REMASIL	2/21/24	Remet PIC, Inc.
46.	73196653	1132037	CASTYLENE	4/1/20	Remet PIC, Inc.
47.	88067876		ECOWAX FCW	Pending	Remet Corporation
48.	88067845		ECOWAX SCW	Pending	Remet Corporation
49.	88066816		ECOWAX TRACK & TURF	Pending	Remet Corporation
50.	88128868		ECOWAX SPORT WAX	Pending	Remet Corporation
51.	88128831		ECOWAX SURF	Pending	Remet Corporation
52.	88067863		REMET FCW	Pending	Remet Corporation
53.	88067821		REMET SCW	Pending	Remet Corporation
54.	86642260	5158688	YOUR CONCEPT TO CASTING PARTNER	3/14/23	Remet Corporation
55.	77966939	4210471	FASTFORM	9/18/22	Remet Corporation
56.	76628915	3089227	REMET	5/9/26	Remet Corporation
57.	73068101	1054581	REMET	12/21/16	Remet Corporation
58.	73068100	1054580	REMET & Design	12/21/16	Remet Corporation
59.	87766319	5625774	CALSPA	12/11/24	Calwax LLC

No.	Serial No.	Registration No.	Work Mark	Due Date	Owner
60.	86809496	5157197	CALMAISON	3/7/23	Calwax LLC
61.	86752405	5139843	CEDA-SERICA	2/14/23	Calwax LLC
62.	86751635	5067049	CALSOY	10/25/22	Calwax LLC
63.	77536260	3691249	CALWAX & Design	10/6/19	Calwax LLC
64.	77536182	3713991	CALWAX	11/24/19	Calwax LLC
65.	77555549	3646240	LA LUZ – Flame Design	6/30/19	Calwax LLC
66.	77555524	3653686	LA LUZ	7/14/19	Calwax LLC
67.	76615902	3025981	SOUTHWEST WAX & Design	12/13/25	Calwax, LLC
68.	76607758	3117718	SOUTHWEST WAX	7/18/26	Calwax, LLC

Schedule B

Patents

<u>Patent Title</u> (Country)	<u>Owner</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u> _____	<u>Registration Date</u> _____
Casting Wax (Australia)	Remet Corp.	Granted	Reg. No.: 2014326664	February 8, 2018
Casting Wax (Brazil)	Remet UK, Ltd. and Remet Corp.	Pending, Under Appeal	Reg. No.: N/A App. No.: BR112016011371-3	Pending, Not Yet Registered
Casting Wax (Canada)	Remet Corp.	Granted	Reg. No.: 2,963,019	August 21, 2018
Casting Wax (United States)	Remet Corp.	Granted	Reg. No.: 10,053,578	August 21, 2018
Casting Wax (United States)	Remet Corp.	Pending	Reg. No.: N/A App. No.: 15/852,264	Pending, Not Yet Registered

Schedule C

Copyrights

None.

Schedule D

Third Party Rights With Respect To The Trademarks and Patents

Debtor owns all of its patents, patent applications, marks, marks registrations, copyrights and copyright registration free and clear of all liens, charges and encumbrances, except the existing liens of Bank of America, N.A.