

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523421

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elastocon TPE Technologies, LLC		05/13/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cantor Fitzgerald Securities, as Collateral Agent		
<b>Street Address:</b>	110 E. 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	General Partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5672633	ELASTOCON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448847		
<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>			
<b>Phone:</b>	704-343-2000		
<b>Email:</b>	ksaltrick@mcguirewoods.com		
<b>Correspondent Name:</b>	McGuireWoods LLP		
<b>Address Line 1:</b>	201 N. Tryon Street		
<b>Address Line 2:</b>	Attention: S.Rosche, Esq.		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Staci Rosche		
<b>SIGNATURE:</b>	/s/ Staci Rosche		
<b>DATE SIGNED:</b>	05/14/2019		
<b>Total Attachments: 5</b>			
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source=Active_116546692_1_TIAA_Aurora_Trademark Security Agreement (Elastacon)#page2.tif			
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OP \$40.00 5672633



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2019, is made by Elastocon TPE Technologies, LLC, a Delaware limited liability company (“Grantor”), in favor of Cantor Fitzgerald Securities, a New York general partnership (“Cantor Fitzgerald”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Purchasers and the L/C Issuers (as defined in the Note Purchase Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of August 1, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), among the Issuers, the other Credit Parties, the Purchasers from time to time party thereto and Cantor Fitzgerald, as Agent for the Purchasers, the Purchasers have severally agreed to make extensions of credit to the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Note Purchase Agreement) of each Issuer; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties 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, including, without limitation, those referred to on Schedule 1 hereto;
- (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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

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

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

Section 7. Capacity of Agent. Cantor Fitzgerald Securities is acting under this Trademark Security Agreement solely in its capacity as Agent under the Note Purchase Agreement and not in its individual capacity. In acting hereunder, the Agent shall be entitled to all of the rights, privileges and immunities granted to it under the Note Purchase Agreement, as if such rights, privileges and immunities were set forth herein.

[SIGNATURE PAGES FOLLOW]

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

ELASTOCON TPE TECHNOLOGIES,  
LLC, a Delaware limited liability company

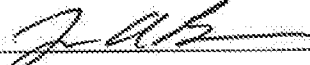
By: 

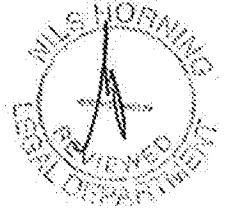
Name: Matthew McDonald

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**CANTOR FITZGERALD SECURITIES,**  
a New York general partnership,  
as Agent

By:   
Name: \_\_\_\_\_  
Its: **James Buccola**  
**Head of Fixed Income**



116342366

Trademark Security Agreement (Aurora)

**TRADEMARK**  
**REEL: 006644 FRAME: 0647**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Registration Number /	Registration Date
Elastocon TPE Technologies, LLC	5672633	February 12, 2019

Trademark Applications

None.