TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM560091

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accu-Tube LLC		02/03/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Byline Bank, as Agent	
Street Address:	180 North LaSalle Street, Suite 300	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60601	
Entity Type:	banking corporation: ILLINOIS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4111658	ACCU-TUBE

CORRESPONDENCE DATA

Fax Number: 3124996701

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.

ahesla@duanemorris.com Email:

Robert E. Horwath Correspondent Name:

Address Line 1: 190 South LaSalle Street, Suite 3700

Address Line 2: **Duane Morris LLP**

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	G4599-00039
NAME OF SUBMITTER:	Robert E. Horwath
SIGNATURE:	/s/ Robert E. Horwath
DATE SIGNED:	02/03/2020

Total Attachments: 5

source=Byline - Accu-Tube - Trademark Security Agreement [Executed]#page1.tif source=Byline - Accu-Tube - Trademark Security Agreement [Executed]#page2.tif source=Byline - Accu-Tube - Trademark Security Agreement [Executed]#page3.tif source=Byline - Accu-Tube - Trademark Security Agreement [Executed]#page4.tif source=Byline - Accu-Tube - Trademark Security Agreement [Executed]#page5.tif

> **TRADEMARK** REEL: 006854 FRAME: 0477

TO BE RECORDED WITH THE U.S. PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 3, 2020, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of BYLINE BANK, an Illinois banking corporation, as the administrative agent and collateral agent (the "Agent") for the lenders under that certain Credit Agreement (defined below).

WHEREAS, Accu-Tube LLC, a Delaware limited liability company, and Mercury Tube LLC, a Delaware limited liability company (individually and collectively, "Borrower"), is a borrower under that certain Revolving Credit and Term Loan Agreement dated as of the date hereof among Borrower, Accu-Tube Holdings LLC, a Delaware limited liability company ("Parent"), the other Guarantors party thereto, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Borrower and Parent are party to that certain Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

- **NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:
- SECTION 1. <u>Defined Terms</u>. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.
- SECTION 2. <u>Security Interest</u>. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor's right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on <u>Exhibit A</u> attached hereto (the "*Collateral*"). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.
- SECTION 3. <u>Incorporation by Reference</u>. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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SECTION 4. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

ACCU-TUBE LLC.

a Delaware limited liability company, as Grantor

P) <u>- Marie Car</u> Nome Masse I h

Title: President

Accepted:

BYLINE BANK, as Agent

By: _______Name_Jim Kuncl

Title: Managing Director

EXHIBIT A

Mark	Status	Reg. No.	Reg. Date	Owner	Jurisdiction	Goods/Services
ACCU-TUBE	Filed	4111658	3/13/2012	Accu-Tube LLC	USPTO	[Services]

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RECORDED: 02/03/2020

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