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04-22-1999

TECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCI Patent and Trademark Office

TRADEMARKS ONLY

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Name of conveying party(les): Merit Abrasive Products, Inc. Name: Heller Financial, Inc., as agent Internal Address: Internal Address: Street Address: 500 West Monroe St. City: Chicago State: II. ZIP: 60661 City: Chicago State: II. ZIP: 60661 Individual(s) citizenship Association Nature of conveyance: Assignment) search than saist tigh object tight search only being only label	Patents and Trademarks: Please record the attached original documents or copy thereof.		
Merit Abrasive Products, Inc. Marcia Abrasive Products, Inc. Individual(s) Association United Partnership Corporation-State City:	101017600 Name of conveying party(les):		S. Carlotte and Ca	
Individual(s)	Merit Abrasive Products, I	1		
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Security Agreement Change of Name	,			
Other Other Other Security Office (1999) Other	☐ Assignment	☐ Merger		
Additional number (s) or patient number(s): A. Trademark Application No.(s) Additional numbers attached? & yes Q No Additional number of applications and registrations involved: Name: Laura Konrath Internal Address: Winston & Strawn 33rd Floor Authorized to be charged to deposit account Allow G No Additional numbers attached? & yes Q No Additional number of applications and registrations involved: 7. Total fee (37 CFR 3.41)	☐ ☑ Security Agreement	☐ Change of Name		
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Additional number(s) or patent number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 5. Name and address of party to whom correspondence concerning document should be mailed: Name: Laura Konrath Internal Address: Winston & Strawn 33rd Floor 33rd Floor Authorized to be charged to deposit account Street Address: 35 West Wacker Drive 8. Deposit account number: N/A (Attach duebcare copy of this page if paying by deposit account) 0/26/1999 Island Counter and any attached copy is a true gopy the original document. Laura Konrath ONOT USE THIS SPACE (June 1999 Island Counter) Laura Konrath Date Date	J	,	(Designations must be a separate document from assignment)	
Additional numbers attached? \$1 Yes \(\text{No.} \) No.(s) Additional numbers attached? \$1 Yes \(\text{No.} \) No. Name and address of party to whom correspondence concerning document should be mailed: Name: Laura Konrath Name: Laura Konrath Internal Address: Winston & Strawn 33rd Floor Authorized to be charged to deposit account Street Address: 35 West Wacker Drive 8. Deposit account number: N/A (Attach duolocate copy of this page if paying by deposit account) 04/20/1999 Jalabat/ 40.00 00 1 F0.41 1	EXECUTION Date: Maich 23, 1999		Additional name(s) & address(es) attached? C. Yes & No	
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Concerning document should be mailed: Name: Laura Konrath Internal Address: Winston & Strawn 33rd Floor 33rd Floor Authorized to be charged to deposit account Street Address: 35 West Wacker Drive 8. Deposit account number: City: Chicago State: IL ZIP: 60601 04/20/1999 Island/ Owners 60044 ON PE1481 9. Statement and signature. To the pest of my knowledge and sellef, the foregoing hiormation is true and correct and any attached copy is a true gopy the original document. Laura Konrath Laura Konrath Laura Konrath Laura Konrath Date		Additional numbers at	trached? Si Yes D No	
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Mall documents to be recorded with required cover sheet information to:

Commissioner of Patonia & Tracements, Sox Assignments

Continuation Item
Schedule 1

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Schedule 1 to Merit Trademark Security Agreement

TRADEMARKS

Name	Registration Number	
Flex Drum	680,242	
Shur-Stik	755 , 751	
Merit	862,219	
Power Lock	857,294	
Powerflex	1,902,390	
Strip 'N' Sand	1,677,352	
Condor	1,378,759	(8)
Merit and Design	868,302	

TRADEMARK APPLICATIONS

none

TRADEMARK SECURITY AGREEMENT

WHEREAS, Merit Abrasive Products, Inc., a Nevada corporation ("Grantor"), owns the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain other credit parties, the lenders from time to time party thereto, and Heller Financial, Inc.as agent for the lenders ("Agent") are parties to a Credit Agreement of even date herewith (as same may be amended, modified, supplement or restated from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

IN WITNESS WHEREOF, Grantor has caused this **Trademark Security Agreement** to be duly executed by its duly authorized officer as of the <u>23rd</u> day of March, 1999.

MERIT ABRASIVE PRODUCTS, INC.

Title:

Acknowledged:

HELLER FINANCIAL, INC., as Agent

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the day of March, 1999 before me personally appeared <u>Nexis 6 Regretors</u> me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as <u>President</u> of Merit Abrasive Products, Inc. who being by me duly sworn, did depose and say that he/she is <u>President</u> of Merit Abrasive of Merit Abrasive Products, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was executed and delivered on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{Seal}

MARION F. FIGUR
My commission expires:

Notary Public, State of New York
No. 31-4734652

Qualified in New York County 999

ACKNOWLEDGEMENT

STATE OF NEW YORK) COUNTY OF NEW YORK) On the 23 day of March, 1999, before me personally appeared and a father to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as _____/__ ___ of Heller Financial, Inc. who being by me duly sworn, did depose and say that he/she is Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was executed and delivered on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation. {Seal} MARION E. FIGUR Notary Public, State of New York No 31-4734652 My commission expires: Qualified in New York Courty 199

RECORDED: 04/14/1999