

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIBERLOCK TECHNOLOGIES, INC.		10/23/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., AS AGENT		
Street Address:	303 WEST MADISON STREET, SUITE 2500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1870946	L-B-C	
Registration Number:	1909516	LEAD PREP	
Registration Number:	1884479	LEAD SHIELD	
Registration Number:	1935401	LEADMASTER	
Registration Number:	1877346	PIRANHA	
Registration Number:	3105093	ABACUS	
Registration Number:	1172749	A-B-C	
Registration Number:	2877829	AFTERSHOCK	
Registration Number:	2364971	CHILDGUARD	
Registration Number:	3048808	FIBERLOCK IAQ	
Registration Number:	3473600	FIBERLOCK RECON	
Registration Number:	2970540	FIREBOND	
Registration Number:	3588892	FIREWALL	
Registration Number:	4261616	GREEN FOCUS	
Registration Number:	1438095	KONTROL KUBE	
Registration Number:	1537045	LAG-KLOTH	
Registration Number:	1387926	LAG-KOTE	
Registration Number:	1511768	LAG-KWIK	
Registration Number:	2126331	LEMON PEEL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	2691631	LOCKKOTE
Registration Number:	3336177	MILDEW PRO
Registration Number:	3795119	OXICOURT
Registration Number:	3795117	OXISPORT
Registration Number:	3795118	OXITURF
Registration Number:	4735287	PIRANHA NEXSTRIP
Registration Number:	3337871	RECON
Registration Number:	1354842	SERPIFLEX
Registration Number:	2836919	SHOCKWAVE
Registration Number:	3795116	TOUCHPOINT

CORRESPONDENCE DATA

Fax Number:

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: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339494-00059
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	10/26/2015

Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE SECOND LIEN AGENT PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE SECOND LIEN AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 23, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), BETWEEN NXT CAPITAL, LLC, AS THE FIRST LIEN AGENT AND MARANON CAPITAL, L.P., AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of October 23, 2015, is made by Fiberlock Technologies, Inc., a Massachusetts corporation (“Grantor”), in favor of Maranon Capital, L.P., as agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among CPC Acquisition Corp., a Delaware corporation (“CPC Holdings”), National Industrial Coatings, Inc., an Illinois corporation (“Nicoat”), California Products Corporation, a Massachusetts corporation (“CPC”; together with Nicoat and, solely on the Closing Date, CPC Holdings, the “Borrowers” and each, a “Borrower”), the financial institutions from time to time party thereto (together with their respective successors and assigns, the “Lenders”) and Agent;

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of October 23, 2015 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, 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 arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any “intent-to-use” trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

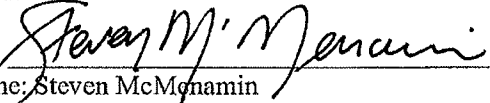
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

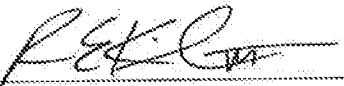
FIBERLOCK TECHNOLOGIES, INC.,
as Grantor

By: 
Name: Steven McMonamin
Title: President

ACKNOWLEDGED:

MARANON CAPITAL, L.P.,

as Agent

By:  _____

Name: Robert E. Kircher III

Title: Managing Director

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
Australia	ABC	1636217	7/23/2014	1636217	7/23/2014
Australia	FIBERLOCK	1636286	7/23/2014	1636286	7/23/2014
Australia	IAQ	1636237	7/23/2014		
Australia	KONTROL KUBE	1636207	7/23/2014	1636195	7/23/2014
Australia	LBC	1636160	7/23/2014	1636160	7/23/2014
Australia	NEXSTRIP	1636251	7/23/2014	1636251	7/23/2014
Australia	PIRANHA	1636195	7/23/2014	1636195	7/23/2014
Australia	RECON	1636229	7/23/2014	1636229	7/23/2014
Australia	SERPIMASTIC	1636154	7/23/2014	1636154	7/23/2014
US	L-B-C	74473886	12/27/1993	1870946	1/3/1995
US	LEAD PREP	74480733	1/21/1994	1909516	8/1/1995
US	LEAD SHIELD	74480762	1/21/1994	1884479	3/21/1995
US	LEADMASTER	74600097	11/17/1994	1935401	11/14/1995
US	PIRANHA	74480761	1/21/1994	1877346	2/7/1995
US	ABACUS	78479517	9/7/2004	3105093	6/13/2006
US	A-B-C	73254339	3/17/1980	1172749	10/13/1981
US	AFTERSHOCK	76328176	10/22/2001	2877829	8/24/2004
US	CHILDGUARD	75383585	11/3/1997	2364971	7/4/2000
US	FIBERLOCK IAQ	78390830	3/25/2004	3048808	1/24/2006
US	FIBERLOCK RECON	78342823	12/18/2003	3473600	7/22/2008
US	FIREBOND	78428151	6/1/2004	2970540	7/19/2005
US	FIREWALL	78319052	10/27/2003	3588892	3/10/2009
US	GREEN FOCUS	77518061	7/9/2008	4261616	12/18/2012
US	KONTROL KUBE	73608051	7/7/1986	1438095	4/28/1987
US	LAG-KLOTH	73713426	2/26/1988	1537045	4/25/1989
US	LAG-KOTE	73517572	1/14/1985	1387926	4/1/1986
US	LAG-KWIK	73713425	2/26/1988	1511768	11/8/1988
US	LEMON PEEL	75146021	8/6/1996	2126331	12/30/1997
US	LOCKKOTE	76347084	12/10/2001	2691631	2/25/2003
US	MILDEW PRO	78619173	4/28/2005	3336177	11/13/2007
US	OXICOURT	78901551	6/6/2006	3795119	5/25/2010
US	OXISPORT	78901502	6/6/2006	3795117	5/25/2010
US	OXITURF	78901519	6/6/2006	3795118	5/25/2010
US	PIRANHA NEXSTRIP	86410734	9/30/2014	4735287	5/12/2015
US	RECON	77000167	9/15/2006	3337871	11/20/2007
US	SERPIFLEX	73479764	5/10/1984	1354842	8/20/1985
US	SHOCKWAVE	76328058	10/22/2001	2836919	4/27/2004
US	TOUCHPOINT	78901387	6/6/2006	3795116	5/25/2010