

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410395

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HIS COMPANY, INC.		12/28/2016	Corporation: TEXAS
HISCO ACQUISITION SUBSIDIARY I, INC.		12/28/2016	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Branch Banking and Trust Company, as collateral agent
Street Address:	333 Clay St.
Internal Address:	Suite 4495
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Banking Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	85694083	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Serial Number:	85694081	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Serial Number:	85694079	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Serial Number:	85694072	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M
Serial Number:	85345502	ADHESIVE MATERIALS GROUP
Serial Number:	85341907	ADHESIVE MATERIALS GROUP
Serial Number:	85187400	HEXAPACK
Serial Number:	78866368	PRECISION CONVERTING
Serial Number:	78866365	HISCO
Serial Number:	78866287	HISCO
Serial Number:	78866281	HISCO
Serial Number:	78866264	HISCO
Serial Number:	77602066	DEFENSE MATERIALS GROUP
Serial Number:	77868199	HEXABOX
Serial Number:	77742329	CMG
Serial Number:	77634893	HEXACRATE
Serial Number:	77602054	DMG

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77596810	DEFENSE MATERIALS GROUP
Serial Number:	86271616	LAB TECH
Serial Number:	86265468	DADAS
Serial Number:	86265445	DADAS
Serial Number:	86265529	LAB TECH
Serial Number:	86265507	SIERRA
Serial Number:	86265484	SIERRA
Serial Number:	86265339	ALL = SPEC
Serial Number:	86265299	ALL-SPEC

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 7037125361

Email: scotugno@mcguirewoods.com

Correspondent Name: Shannon Cotugno

Address Line 1: 1750 Tysons Blvd

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Shannon Cotugno
SIGNATURE:	/Shannon Cotugno/
DATE SIGNED:	12/28/2016

Total Attachments: 9

source=Active_85391105_1_IP Security Agreement - executed with schedules#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("IP Agreement") is entered into as of December 28, 2016 by and among BRANCH BANKING AND TRUST COMPANY, as collateral agent (in such capacity, "Collateral Agent"), HIS COMPANY, INC., a Texas corporation (the "Company"), and HISCO ACQUISITION SUBSIDIARY I, INC., a Texas corporation ("Acquisition," and together with the Company, the "Borrowers" and each a "Borrower").

RECITALS

All capitalized terms used but not otherwise defined herein have the meanings set forth in the Credit Agreement dated as of the date hereof among the Borrowers, the Lenders from time to time party thereto, the Administrative Agent, and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Pursuant to the terms of the Credit Agreement, each Borrower has granted to Collateral Agent, for the benefit of the holders of the Obligations (each such holder a "Secured Party" and collectively, the "Secured Parties"), a security interest in its personal property.

NOW, THEREFORE, each Borrower agrees as follows:

AGREEMENT

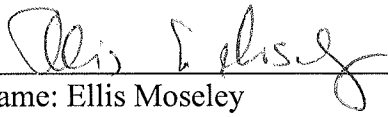
To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between each Borrower and the Secured Parties, each Borrower grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Borrower's right, title and interest in, its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Schedules A, B, and C hereto) and all products and proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, dilutions, misappropriations, violations, misuse, breach and injury, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Each Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. Each Borrower authorizes and requests that the Register of Copyrights, the Commissioner of Patents, the Commissioner of Trademarks and any other applicable governmental authority record this IP Agreement. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. This IP Agreement shall be construed in accordance with and governed by the laws of the State of Texas. This IP Agreement is a Credit Document.

[Signatures Follow on Next Page]

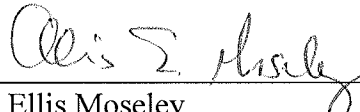
IN WITNESS WHEREOF, the parties have caused this IP Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWERS:

HIS COMPANY, INC.

By: 
Name: Ellis Moseley
Title: Senior Vice President, Chief Financial
Officer and Secretary

HISCO ACQUISITION SUBSIDIARY I, INC.

By: 
Name: Ellis Moseley
Title: Senior Vice President, Chief Financial
Officer and Secretary

STATE OF TEXAS :

: SS

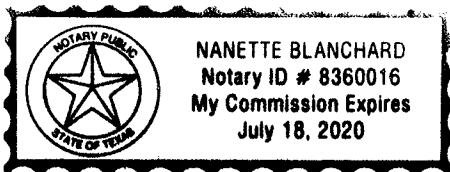
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 28th day of December, personally appeared Ellis Moseley, to me known personally, who, being by me duly sworn, did say that he is the Senior Vice President, Chief Financial Officer and Secretary of HIS COMPANY, INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said Senior Vice President, Chief Financial Officer and Secretary acknowledged said instrument to be his free act and deed.

Notary Public

My Commission Expires: *July 18, 2020*

(SEAL)



Nanette Blanchard

STATE OF TEXAS :

: SS

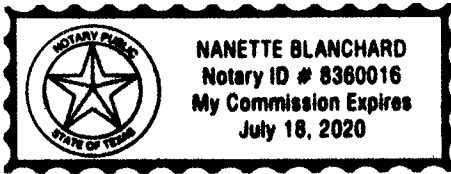
COUNTY OF HARRIS :

Before me, the undersigned, a Notary Public, on this 28th day of December, personally appeared Ellis Moseley, to me known personally, who, being by me duly sworn, did say that he is the Senior Vice President, Chief Financial Officer and Secretary of HISCO ACQUISITION SUBSIDIARY I, INC. and that said Intellectual Property Security Agreement was signed on behalf of such Grantor, by authority of its board of directors or analogous body, and the said Senior Vice President, Chief Financial Officer and Secretary acknowledged said instrument to be his free act and deed.

Notary Public

My Commission Expires: *July 18, 2020*

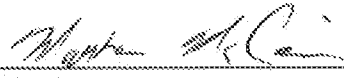
(S E A L)



Nanette Blanchard

COLLATERAL AGENT:

BRANCH BANKING AND TRUST COMPANY

By: 
Name: Matthew McCain
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A
Copyrights

None.

[Schedule A to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 005953 FRAME: 0066

SCHEDULE B
Patents

US PATENT APPLICATIONS & US PATENTS						
Application No.	Filing Date:	Publication No.	Publication Date:	Patent No.	Issue Date:	Assignee/Applicant:
13/031741	02/22/2011	N/A	N/A	8511471	08/20/2013	His Company, Inc. (DBA Hisco, Inc.)
11/737590	04/19/2007	N/A	N/A	8308888	11/13/2012	His Company, Inc. (DBA Hisco, Inc.)
12/769301	04/28/2010	N/A	N/A	7878140	02/01/2011	His Company, Inc. (DBA Hisco, Inc.)

FOREIGN PATENT APPLICATIONS							
Country	Application No.	Filing Date:	Publication No.	Publication Date	Patent No.	Issue Date:	Assignee/Applicant:
EUROPE	20080251467	04/18/2008	1983293	10/22/2008	N/A	N/A	His Company, Inc. (DBA Hisco, Inc.)

[Schedule B to Intellectual Property Security Agreement]

SCHEDULE C
Trademarks

US TRADEMARK APPLICATIONS & US TRADEMARK REGISTRATIONS					
Mark	Application No.	Filing Date:	Registration No.	Registration Date:	Applicant/Registrant:
NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS	85/694083	08/02/2012	4331085	05/07/2013	His Company, Inc. (DBA Hisco, Inc.)
NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS	85/694081	08/02/2012	4331084	05/07/2013	His Company, Inc. (DBA Hisco, Inc.)
NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS	85/694079	08/02/2012	4331083	05/07/2013	His Company, Inc. (DBA Hisco, Inc.)
NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS	85/694072	08/02/2012	4331082	05/07/2013	His Company, Inc. (DBA Hisco, Inc.)
ADHESIVE MATERIALS GROUP	85/345502	06/14/2011	4116463	03/20/2012	His Company, Inc. (DBA Hisco, Inc.)
ADHESIVE MATERIALS GROUP	85/341907	06/09/2011	4116458	03/20/2012	His Company, Inc. (DBA Hisco, Inc.)
HEXAPACK	85/187400	11/30/2010	3985781	06/28/2011	His Company, Inc. (DBA Hisco, Inc.)
PRECISION CONVERTING	78/866368	04/20/2006	3398520	03/18/2008	His Company, Inc. (DBA Hisco, Inc.)
HISCO	78/866365	04/20/2006	3317633	10/23/2007	His Company, Inc. (DBA Hisco, Inc.)
HISCO	78/866287	04/20/2006	3317632	10/23/2007	His Company, Inc. (DBA Hisco, Inc.)
HISCO	78/866281	04/20/2006	3317631	10/23/2007	His Company, Inc. (DBA Hisco, Inc.)
HISCO	78/866264	04/20/2006	3317630	10/23/2007	His Company, Inc. (DBA Hisco, Inc.)
DEFENSE MATERIALS GROUP	77/602066	10/28/2008	3678079	09/01/2009	His Company, Inc. (DBA Hisco, Inc.)
HEXABOX	77/868199	11/09/2009	3820959	07/20/2010	His Company, Inc. (DBA Hisco, Inc.)
CMG	77/742329	05/21/2009	3901360	01/04/2011	His Company, Inc. (DBA Hisco, Inc.)
HEXACRATE	77/634893	12/17/2008	3917539	02/08/2011	His Company, Inc. (DBA Hisco, Inc.)
DMG	77/602054	10/28/2008	3755752	03/02/2010	His Company, Inc. (DBA Hisco, Inc.)
DEFENSE MATERIALS GROUP	77/596810	10/21/2008	3756289	03/02/2010	His Company, Inc. (DBA Hisco, Inc.)
LAB TECH	86/271616	05/05/2014	4767099	07/07/2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)

[Schedule C to Intellectual Property Security Agreement]

DADAS	86/265468	04/29/2014	4767063	07/07/2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)
DADAS	86/265445	04/29/2014	4767062	07/07/2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)
LAB TECH	86/265529	04/29/2014	4725575	04/21/2015	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)
SIERRA	86/265507	04/29/2014	4655906	12/16/2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)
SIERRA	86/265484	04/29/2014	4655904	12/16/2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)
ALL=SPEC	86/265339	04/29/2014	4655900	12/16/2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)
ALL-SPEC	86/265299	04/29/2014	4652480	12/09/2014	Hisco Acquisition Subsidiary I, Inc. (DBA Allspec Corporation)

FOREIGN TRADEMARK APPLICATIONS & FOREIGN TRADEMARK REGISTRATIONS						
Country	Mark	Application No.	Filing Date:	Registration No.	Registration Date:	Applicant/Registrant:
MEXICO	HISCO	0119850429597	06/07/2000	680157	11/30/2000	His Company, Inc. (DBA Hisco, Inc.)
MEXICO	HISCO	0119850429598	06/07/2000	685152	01/31/2001	His Company, Inc. (DBA Hisco, Inc.)
MEXICO	HISCOMEX	0119850429606	06/07/2000	662131	06/28/2000	His Company, Inc. (DBA Hisco, Inc.)

[Schedule C to Intellectual Property Security Agreement]

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RECORDED: 12/28/2016

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