

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411238

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Star Metal Inc.		12/22/2016	Corporation: DELAWARE
World Class Corrugating LLC		12/22/2016	Limited Liability Company: DELAWARE
Canfield Coating LLC		12/22/2016	Limited Liability Company: DELAWARE
Material Sciences Corporation		12/22/2016	Corporation: DELAWARE
Continuous Colour Coat Limited		12/22/2016	Corporation: ONTARIO
Electronic Coating Technologies LLC		12/22/2016	Limited Liability Company: DELAWARE
Premier Resource Group LLC		12/22/2016	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	100 Park Avenue, 14th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3937140	NEW STAR METALS	
<b>Registration Number:</b>	4522974	SEAL OF QUALITY WC	
<b>Registration Number:</b>	4518898	WC PANEL	
<b>Registration Number:</b>	0787411	PANELDRAIN	
<b>Registration Number:</b>	2988948	CMC CANFIELD METAL COATING	
<b>Registration Number:</b>	4178954	CMC CANFIELD METAL COATING CORPORATION	
<b>Serial Number:</b>	86173051	QUIET PATCH	
<b>Serial Number:</b>	86330115	MSC SMART STEEL	
<b>Serial Number:</b>	86336651	MSC SMART ALUMINUM	
<b>Registration Number:</b>	4058578	MAT SEAL	

OP \$590.00 3937140

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3549904	QUIET TAPE
Registration Number:	4023016	DECO STEEL
Registration Number:	3502503	QUIET LOCK
Registration Number:	3379261	VIVICOLOR
Registration Number:	3437200	QUIET ALUMINUM
Registration Number:	3196287	MSC
Registration Number:	3304162	MAKING LIFE QUIET
Registration Number:	3313066	MAGNADAMP
Registration Number:	3344641	ELECTROBRITE
Registration Number:	2442979	SOUNDTRAP
Registration Number:	2244870	QUIET STEEL
Registration Number:	3407843	METAL KOTING CONTINUOUS COLOUR COAT LIMI
Registration Number:	4141304	REPLIKOTE

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 614-280-3566

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** James Murray

**Address Line 1:** 4400 Easton Commons Way, Suite 125

**Address Line 2:** CT Corporation

**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Joanne BL Arnold

**SIGNATURE:** /Joanne BL Arnold/

**DATE SIGNED:** 01/05/2017

**Total Attachments: 13**

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

New Star Metal Inc.

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Association
- Limited Partnership

Citizenship: Delaware

Execution Date(s) December 22, 2016

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Bank, National Association

Internal Address:

Street Address: 100 Park Avenue, 14<sup>th</sup> Floor

City: New York

State: NY

Country: USA Zip: 10017

Association Citizenship: USA

General Partnership Citizenship:

Limited Partnership Citizenship:

Corporation Citizenship:

Other LLC Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalban@wolterskluwer.com

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name:

9. Signature:

Signature

December 22, 2016  
Date

Joanne Bl. Arnold  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional names of conveying parties:

World Class Corrugating LLC, a Delaware limited liability company

Canfield Coating LLC, a Delaware limited liability company

Material Sciences Corporation, a Delaware corporation

Continuous Colour Coat Limited, an Ontario corporation

Electronic Coating Technologies LLC, a Delaware limited liability company

Premier Resource Group LLC, an Illinois limited liability company

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of December, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Electric Coating Technologies LLC, a Delaware limited liability company ("ECT"), Canfield Coating LLC, a Delaware limited liability company ("Canfield"), MSC Laminates and Composites (EGV) Inc., a Delaware corporation ("MSC Laminates EGV"), MSC Walbridge Coatings Inc., a Delaware corporation ("MSC Walbridge", together with each of ECT, Canfield, MSC Laminates EGV and any other Person that at any time becomes a party hereto as a borrower, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (each of such Lenders, together with successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 22, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark 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:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

NEW STAR METALS INC.

By: [Signature]  
Name: Patrick J. Muelken  
Title: Chief Executive Officer

WORLD CLASS CORRUGATING LLC

By: [Signature]  
Name: Patrick J. Muelken  
Title: Chief Executive Officer

CANFIELD COATING LLC

By: [Signature]  
Name: Patrick J. Muelken  
Title: Chief Executive Officer

MATERIAL SCIENCES CORPORATION

By: [Signature]  
Name: Patrick J. Muelken  
Title: Chief Executive Officer

CONTINUOUS COLOUR COAT LIMITED

By: [Signature]  
Name: Patrick J. Muelken  
Title: Vice President

ELECTRIC COATING TECHNOLOGIES LLC

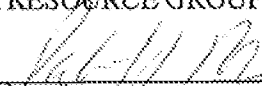
By: [Signature]  
Name: Patrick J. Muelken  
Title: Chief Executive Officer

[Signature pages continue on following page.]

[Signature Page to Trademark Security Agreement]



PREMIER RESOURCE GROUP LLC

By: 

Name: Patrick J. Murley

Title: Chief Executive Officer

AGENT:



ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent




By: Chris Heckman  
Name: Chris Heckman  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

Mark	Country	Type of Mark	Registration / Application Number
NEW STAR METALS	USA	Trademark registered with the United States Patent and Trademark Office ("USPTO") and owned by New Star Metals Inc.	3,937,140
SEAL OF QUALITY WC	USA	Trademark registered with the USPTO and owned by World Class Corrugating LLC.	4,522,974
WC PANEL	USA	Trademark registered with the USPTO and owned by World Class Corrugating LLC.	4,518,898
<b>Panel drain</b>	USA	Trademark registered with the USPTO and owned by World Class Corrugating LLC.	787411
	USA	Trademark registered with the USPTO and owned by Canfield Coating LLC.	2,988,948
	USA	Trademark registered with the USPTO and owned by Canfield Coating LLC.	4,178,954
QUIET PATCH	USA	Trademark pending with the USPTO and owned by Material Sciences Corporation.	86/173,051
MSC SMART STEEL	USA	Trademark pending with the USPTO and owned by Material Sciences Corporation	86/330115
MSC SMART ALUMINUM	USA	Trademark pending with the USPTO and owned by Material Sciences Corporation	86/336651
MAT SEAL	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	4,058,578
QUIET TAPE	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,549,904
DECO STEEL	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	4,023,016
QUIET LOCK	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,502,503

Mark	Country	Type of Mark	Registration / Application Number
VIVICOLOR	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,379,261
QUIET ALUMINUM	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,437,200
<b>MSC</b>	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,196,287
MAKING LIFE QUIET	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,304,162
MAGNADAMP	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,313,066
ELECTROBRITE	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	3,344,641
SOUNDTRAP	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	2,442,979
QUIET STEEL	USA	Trademark registered with the USPTO and owned by Material Sciences Corporation.	2,244,870
CMC CANFIELD METAL COATING CORPORATION and Design 	USA	Trademark registered with the USPTO and owned by Canfield Coating LLC	4,178,954
METAL KOTING CONTINUOUS COLOUR COAT LIMITED  METAL KOTING CONTINUOUS COLOUR COAT LIMITED	USA	Trademark registered with the USPTO and owned by Continuous Colour Coat Limited (Canada)	3,407,843
REPLIKOTE	USA	Trademark registered with the USPTO and owned by Continuous Colour Coat Limited (Canada)	4,141,304

Mark	Country	Type of Mark	Registration / Application Number
	USA	Common Law Mark	N/A
	USA	Common Law Mark	N/A
Electric Coating Technologies	USA	Common Law Mark	N/A
 PREMIER RESOURCE GROUP	USA	Common Law Mark	N/A
Premier Resource Group	USA	Common Law Mark	N/A
MSC Logo	Canada	Trademark registered and owned by Material Sciences Corporation.	708517
Quiet Steel	Canada	Trademark registered and owned by Material Sciences Corporation.	681786
MSC Logo	China	Trademark registered and owned by Material Sciences Corporation.	5882348
Electrobrite	China	Trademark registered and owned by Material Sciences Corporation.	6340085
Quiet Tabs	China	Trademark registered and owned by Material Sciences Corporation.	6373099
Quiet Lock	China	Trademark registered and owned by Material Sciences Corporation.	6573503
Quiet Steel	Japan	Trademark registered and owned by Material Sciences Corporation.	5079392
MSC Logo	Japan	Trademark registered and owned by Material Sciences Corporation.	5157750
Quiet Steel	Korea	Trademark registered and owned by Material Sciences Corporation.	4007184140000
MSC Logo	Korea	Trademark registered and owned by Material Sciences Corporation.	4006988100000
Quiet Steel	Mexico	Trademark registered and owned by Material Sciences Corporation.	1004003
Quiet Steel	Mexico	Trademark registered and owned by Material Sciences Corporation.	1004316
MSC Logo	Mexico	Trademark registered and owned by	964167

Mark	Country	Type of Mark	Registration / Application Number
		Material Sciences Corporation.	
MSC Logo	Mexico	Trademark registered and owned by Material Sciences Corporation.	964984
Powderbase	Mexico	Trademark registered and owned by Material Sciences Corporation.	628898
Powderbond	Mexico	Trademark registered and owned by Material Sciences Corporation.	534829
Quiet Aluminum	Switzerland	Trademark registered and owned by Material Sciences Corporation.	577465
M.S.C.	Argentina	Trademark registered and owned by Material Sciences Corporation.	1980486
Quiet Steel	Brazil	Trademark registered and owned by Material Sciences Corporation.	828019231
MSC	Brazil	Trademark registered and owned by Material Sciences Corporation.	823688976
MSC Specialty Films	Brazil	Trademark registered and owned by Material Sciences Corporation.	821785532
MSC Logo	Malaysia	Trademark registered and owned by Material Sciences Corporation.	07000166
MSC Logo	Malaysia	Trademark registered and owned by Material Sciences Corporation.	07000165
Electrobrite	Malaysia	Trademark registered and owned by Material Sciences Corporation.	07020772
Deco Steel	Malaysia	Trademark registered and owned by Material Sciences Corporation.	07020773
Quiet Steel	Malaysia	Trademark accepted	[open]
Soundtrap	OHIM	Trademark registered and owned by Material Sciences Corporation.	002469997
Quiet Steel	OHIM	Trademark registered and owned by Material Sciences Corporation.	002469955
MSC Logo	OHIM	Trademark registered and owned by Material Sciences Corporation.	004755054
Quiet Aluminum	OHIM	Trademark registered and owned by Material Sciences Corporation.	006907877
MSC	OHIM	Trademark registered and owned by Material Sciences Corporation.	001943323
Deco Steel	OHIM	Trademark registered and owned by Material Sciences Corporation.	007004021
Powderbond	Taiwan	Trademark registered and owned by Material Sciences Corporation.	00784546
MSC Powder Cloud	Taiwan	Trademark registered and owned by Material Sciences Corporation.	00773555
Lamiguard	Canada	Trademark registered and owned by Continuous Colour Coat Limited	384755
Metal Kote 8M	Canada	Trademark registered and owned by Continuous Colour Coat Limited	628477

Mark	Country	Type of Mark	Registration / Application Number
Replikote	Canada	Trademark registered and owned by Continuous Colour Coat Limited	813428
Polylam	Canada	Trademark registered and owned by Continuous Colour Coat Limited	295328
METAL KOTING and Design 	Canada	Trademark registered and owned by Continuous Colour Coat Limited	173163
Zincguard	Canada	Trademark registered and owned by Continuous Colour Coat Limited	284935
MSC Powder Cloud	Indonesia	Trademark pending, filed by Material Sciences Corporation	
Powderbase	Indonesia	Trademark pending, filed by Material Sciences Corporation	
Powderbond	Indonesia	Trademark pending, filed by Material Sciences Corporation	
Powderbase	Taiwan	Trademark registered and owned by Material Sciences Corporation	0080220