

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450939

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENCAPSYS, LLC		11/07/2017	Limited Liability Company: DELAWARE
IPS STRUCTURAL ADHESIVES, INC.		11/07/2017	Corporation: DELAWARE
IPS CORPORATION		11/07/2017	Corporation: DELAWARE
WATERTITE PRODUCTS, INC.		11/07/2017	Corporation: CALIFORNIA
INSTANT ASPHALT INC.		11/07/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Second Lien Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 74

Property Type	Number	Word Mark
Registration Number:	2657390	
Registration Number:	3931173	
Registration Number:	3042317	STUDOR ENGINEERED PRODUCTS
Registration Number:	2255285	STUDOR INVENTIVE TECHNOLOGY INC
Registration Number:	3232186	10N1
Registration Number:	2797626	3N1
Registration Number:	2876621	724
Registration Number:	1871200	AB & A
Registration Number:	2809887	CHEM-VENT
Registration Number:	1577642	DON'T GO THROUGH THE ROOF!
Registration Number:	4083958	EXTREME WEATHER
Registration Number:	5139676	GLUE WAREHOUSE
Registration Number:	3235680	GUY GRAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2581432	GUY GRAY MANUFACTURING COMPANY, INC.
Registration Number:	4991976	HOT 'R COLD
Registration Number:	2648880	IPS
Registration Number:	1704462	IPS
Registration Number:	5094060	IPS
Registration Number:	5093994	IPS CORPORATION
Registration Number:	1714837	IPS WELD ON
Registration Number:	1717310	IPS WELDON
Registration Number:	1937647	IPS WELD-ON HOT 'R COLD
Registration Number:	1966052	IPS WELD-ON POOL 'R SPA
Registration Number:	2027294	LAV GUARD
Registration Number:	2010043	LAV SHIELD
Registration Number:	4894311	MATCH FACTOR
Registration Number:	1588348	MAXI-VENT
Registration Number:	1320716	METACRYLICS
Registration Number:	1592578	MINI-VENT
Registration Number:	3646222	P.A.P.A.
Registration Number:	3009296	PUSH N' REPAIR
Registration Number:	2806311	REDI-VENT
Registration Number:	4184616	ROOF TOP BLOX
Registration Number:	4990293	SAND-IT
Registration Number:	4085079	SCIGRIP
Registration Number:	3965988	SEAM-IT
Registration Number:	3180453	SINGLE SHOT
Registration Number:	1603597	STUDOR
Registration Number:	4565735	SUPERSWAB
Registration Number:	2671795	TB
Registration Number:	3004966	TECHNO FLANGE
Registration Number:	3047382	TEC-VENT
Registration Number:	2828595	TEST-TITE
Registration Number:	3257489	THE ORIGINAL GUY GRAY WASHING MACHINE SU
Registration Number:	2433102	TRAP WRAP
Registration Number:	3871767	TRAP-VENT
Registration Number:	2575651	TRUEBRO
Registration Number:	3928489	TURF 'N AG
Registration Number:	2973955	TWIST 'N SEAL
Registration Number:	5149079	WATER-TITE
Registration Number:	1719732	WELD ON

Property Type	Number	Word Mark
Registration Number:	4877029	WELD ALL
Registration Number:	3836886	WELD-ON
Registration Number:	4746324	WELD-ON
Registration Number:	3928491	WET 'N FAST
Registration Number:	1843990	WET 'R DRY
Registration Number:	2826524	X-PACK
Registration Number:	4014402	ALTIMA ADHESIVES
Registration Number:	4596711	SEAM PRO
Registration Number:	4884976	STONE BOND SUPER FLEX DRIPLESS GLUE
Registration Number:	5052808	HIGH PERFORMANCE ADHESION PROMOTER BOND
Registration Number:	5052818	STONE WELD
Registration Number:	5045179	ENCAPSYS
Registration Number:	3592902	ENCAPSYS
Registration Number:	4704612	ENFINIT
Registration Number:	5114790	ENSENSA
Serial Number:	87225062	AIR-SWIRL
Serial Number:	87225113	4N1
Serial Number:	87393376	ARJAY
Serial Number:	87298539	SNAPCAP
Serial Number:	87298562	ALL-FLOW
Serial Number:	87352232	905ECO
Registration Number:	4490560	AB&A
Registration Number:	0098297	

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130, COGENCY

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: F173778 Encore 2L TM

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 11/14/2017

Total Attachments: 9

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SHORT FORM SECOND LIEN
TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 7, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“CS”) as Collateral Agent (the “Second Lien Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CPG MERGER LLC, a Delaware limited liability company, as the initial parent guarantor thereunder, whose rights and obligations therein were assigned to and assumed by IPS ACQUISITION, LLC, a Delaware limited liability company, the entities listed on the signature pages thereto as Borrowers, CPG TRANSACTION, LLC as Holdings, CS, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the Second Lien Credit Agreement dated as of November 7, 2017 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the SECOND LIEN SECURITY AGREEMENT dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Second Lien Collateral”):

- (a) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Second Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the

payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Second Lien Collateral Agent with respect to the Second Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ENCAPSYS, LLC
as an Initial Guarantor

By: _____
Name: Jeffrey Fletcher
Title: Chief Financial Officer

IPS STRUCTURAL ADHESIVES, INC.
IPS CORPORATION
WATERTITE PRODUCTS, INC.
INSTANT ASPHALT INC.
each, as an Initial Guarantor

By: _____
Name: William Barton
Title: Chief Financial Officer, Secretary and Treasurer





SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark Applications

Jurisdiction	Mark	Application Date	Serial/App Number	Record Owner
United States	Air-Swirl	11/3/2016	87225062	IPS Corporation
United States	4N1	11/3/2016	87225113	IPS Corporation
United States	ARJAY	3/30/2017	87393376	IPS Structural Adhesives, Inc.
United States	SNAPCAP	1/12/2017	87298539	IPS Corporation
United States	ALL-FLOW	1/12/2017	87298562	IPS Corporation
United States	905ECO & design	2/28/2017	87352232	IPS Corporation

Trademark Registrations

Jurisdiction	Mark	Reg. Date	Reg. No.	Record Owner
United States		12/3/2002	2657390	IPS Corporation
United States		3/15/2011	3931173	IPS Corporation
United States		1/10/2006	3042317	Watertite Products, Inc.
United States		6/22/1999	2255285	Watertite Products, Inc.
United States	10N1	4/24/2007	3232186	IPS Corporation
United States	3	11/9/1993	98297	IPS Corporation
United States	3N1	12/23/2003	2797626	IPS Corporation
United States	724	8/24/2004	2876621	IPS Corporation

Jurisdiction	Mark	Reg. Date	Reg. No.	Record Owner
United States	AB&A	3/4/2014	4490560	IPS Corporation
United States	AB&A (stylized)	1/3/1995	1871200	Watertite Products, Inc.
United States	Chem-Vent	2/3/2004	2809887	Watertite Products, Inc.
United States	Don't Go Through the Roof!	1/16/1990	1577642	Watertite Products, Inc.
United States	EXTREME WEATHER	1/10/2012	4083958	Instant Asphalt, Inc. d/b/a/ Metacrylics
United States	GLUE WAREHOUSE	2/14/2017	5139676	IPS Structural Adhesives, Inc.
United States	GUY GRAY (stylized)	5/1/2007	3235680	IPS Corporation
United States	GUY GRAYMANUFACTURING CO INC.	6/18/2002	2581432	IPS Corporation
United States	Hot 'R Cold	7/5/2016	4991976	IPS Corporation
United States	IPS	11/12/2002	2648880	IPS Corporation
United States	IPS (Design Mark)	8/4/1992	1704462	IPS Corporation
United States	IPS (Design Mark)	12/6/2016	5094060	IPS Corporation
United States	IPS Corporation	12/6/2016	5093994	IPS Corporation
United States	IPS WELD ON	9/15/1992	1714837	IPS Corporation
United States	IPS WELDON	9/22/1992	1717310	IPS Corporation
United States	IPS WELD-ON HOT 'R COLD	11/28/1995	1937647	IPS Corporation
United States	IPS WELD-ON POOL 'R SPA	4/9/1996	1966052	IPS Corporation
United States	LAV GUARD	12/31/1996	2027294	Watertite Products, Inc.
United States	LAV SHIELD	10/22/1996	2010043	Watertite Products, Inc.
United States	MATCH FACTOR	2/2/2016	4894311	IPS Structural Adhesives, Inc.
United States	Maxi-Filtra	8/14/2007	3280054	Watertite Products, Inc.

Jurisdiction	Mark	Reg. Date	Reg. No.	Record Owner
United States	Maxi-Vent	3/20/1990	1588348	Watertite Products, Inc.
United States	METACRYLICS	2/19/1985	1320716	Instant Asphalt, Inc.
United States	Mini-Vent	4/17/1990	1592578	Watertite Products, Inc.
United States	P.A.P.A.	6/30/2009	3646222	Watertite Products, Inc.
United States	PUSH N' REPAIR	10/25/2005	3009296	IPS Corporation
United States	Redi-Vent	1/20/2004	2806311	Watertite Products, Inc.
United States	Roof Top Blox (Design Mark)	8/7/2012	4184616	Watertite Products, Inc.
United States	Sand-It	6/28/2016	4990293	IPS Structural Adhesives, Inc.
United States	SCIGRIP	1/10/2012	4085079	IPS Structural Adhesives, Inc.
United States	SEAM-IT and Design (in color)	5/24/2011	3965988	IPS Structural Adhesives, Inc.
United States	SINGLE SHOT	12/5/2006	3180453	IPS Corporation
United States	Studor	6/26/1990	1603597	Watertite Products, Inc.
United States	SUPERSWAB	7/8/2014	4565735	IPS Corporation
United States	TB	1/7/2003	2671795	Watertite Products, Inc.
United States	TECHNO FLANGE	10/4/2005	3004966	IPS Corporation
United States	Tec-Vent	1/24/2006	3047382	Watertite Products, Inc.
United States	TEST-TITE	3/30/2004	2828595	IPS Corporation
United States	THE ORIGINAL GUY GRAYWASHING MACHINE SUPPLY & DRAIN	7/3/2007	3257489	IPS Corporation
United States	TRAP WRAP	3/6/2001	2433102	Watertite Products, Inc.
United States	Trap-Vent	11/2/2010	3871767	Watertite Products, Inc.
United States	TRUEBRO	6/4/2002	2575651	Watertite Products, Inc.
United States	TURF 'N AG	3/8/2011	3928489	IPS Corporation
United States	TWIST 'N SEAL	7/19/2005	2973955	IPS Corporation

Jurisdiction	Mark	Reg. Date	Reg. No.	Record Owner
United States	Water-Tite	2/28/2017	5149079	IPS Corporation
United States	WELD ON	9/29/1992	1719732	IPS Corporation
United States	Weld-All (Design Mark)	12/29/2015	4877029	IPS Corporation
United States	WELD-ON	8/24/2010	3836886	IPS Corporation
United States	WELD-ON	6/2/2015	4746324	IPS Corporation
United States	WET 'N FAST	3/8/2011	3928491	IPS Corporation
United States	WET 'R DRY	7/12/1994	1843990	IPS Corporation
United States	X-PACK	3/25/2004	2826524	IPS Corporation
United States	Altima Adhesives	8/23/2011	4014402	IPS Adhesives LLC
United States	Seam Pro & design	9/2/2014	4596711	IPS Structural Adhesives, Inc.
United States	Stone Bond Super Flex Dripless Glue & design	1/12/16	4884976	IPS Structural Adhesives, Inc.
United States	High Performance Adhesion Promotor Bond Bond & design	10/4/16	5052808	IPS Structural Adhesives, Inc.
United States	Stone Weld & design	10/4/16	5052818	IPS Structural Adhesives, Inc.
United States	ENCAPSYS	9/20/16	5045179	Encapsys LLC
United States	ENCAPSYS	3/17/09	3592902	Encapsys LLC
United States	ENFINIT	3/17/15	4704612	Encapsys LLC
United States	ENSENSA	1/3/17	5114790	Encapsys LLC