

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duvaltex Inc.		09/21/2018	Corporation: QUEBEC
Duvaltex (US), Inc.		09/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	1250 Rene Levesque Blvd West		
Internal Address:	Suite 2100		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4W8		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2000808	VICTOR INNOVATEX	
Registration Number:	5370410	VICTOR	
Registration Number:	5540753	VICTOR	
Registration Number:	5472578	DUVALTEX	
Serial Number:	87943490	DUVALTEX	
Registration Number:	1662527	CHATHAM	
Registration Number:	3039687	BLOCKAIDE	
Registration Number:	1057677	FR-701	
Registration Number:	1718245	GUILFORD OF MAINE	
Registration Number:	2629725	INFINITY	
Registration Number:	3026294	TEKNIT	
Registration Number:	4154306	TRUE.	
Registration Number:	4250324	TRUE.	
Registration Number:	4045662	TRUE	
Registration Number:	2283751	TERRATEX	
Registration Number:	2418008	TERRATEX	
Registration Number:	2581109	TERRATEX	

OP \$515.00 2000808

Property Type	Number	Word Mark
Serial Number:	88044165	FR701
Serial Number:	88039587	FR702
Serial Number:	88039603	FR703

CORRESPONDENCE DATA

Fax Number: 6127661600
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: 612-766-6911
Email: susan.carlson@faegrebd.com
Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP
Address Line 1: 90 S 7th St Ste 2200
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	09/27/2018

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21 day of September, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, a corporation subsisting under the provisions of the *Business Corporations Act*, Ontario ("Wells Fargo"), in its capacity as administrative agent and collateral agent for Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Duvaltex Inc., a Quebec Corporation (the "Administrative Borrower"), Duvaltex (US), Inc., a Delaware corporation ("Duvaltex (US)"), Duvaltex (Canada) Inc., a Quebec corporation ("Duvaltex (Canada)"), Duvaltex (America), Inc., a Delaware corporation ("Duvaltex (America)"); Administrative Borrower, Duvaltex (US), Duvaltex (Canada), Duvaltex (America), together with and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (together with its successors and assigns, referred to hereinafter as "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders 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 the Secured Parties, that certain Guaranty and Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement") and that certain Deed of Hypothec on Movables, Immovables, Leases, Rents and Insurance of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Deed of Hypothec"), as applicable; and

WHEREAS, pursuant to the Guaranty and Security Agreement and the Deed of Hypothec, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, 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 of the Secured Parties, 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 Lenders, 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 and hypothecs granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement and the Deed of Hypothec, respectively. 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 GUARANTY AND 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:

DUVALTEX INC.

By: 
Name: Alain Duval
Title: President

DUVALTEX (US), INC.

By: 
Name: Alain Duval
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA**

By: _____
Name: David Boutin
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006472 FRAME: 0648**

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:

DUVALTEX INC.

By: _____

Name: Alain Duval

Title: President

DUVALTEX (US), INC.

By: _____

Name: Alain Duval

Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA**

By:  _____

Name: David Boutin

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006472 FRAME: 0649**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Duvaltex Inc.	USA	VICTOR INNOVATEX	2,000,808	9/17/1996
Duvaltex Inc.	USA	VICTOR	5,370,410	1/2/2018
Duvaltex Inc.	USA		5,540,753	8/14/2018
Duvaltex Inc.	USA	DUVALTEX	5,472,578	5/22/2018
Duvaltex Inc.	USA		87/943490	5/31/2018
Duvaltex (US), Inc.	USA	CHATHAM	1,662,527	10/29/1991
Duvaltex (US), Inc.	USA	BLOCKAIDE	3,039,687	1/10/2006
Duvaltex (US), Inc.	USA	FR-701	1,057,677	2/1/1977
Duvaltex (US), Inc.	USA	GUILFORD OF MAINE	1,718,245	9/22/1992
Duvaltex (US), Inc.	USA	INFINITY	2,629,725	10/8/2002
Duvaltex (US), Inc.	USA	TEKNIT	3,026,294	12/13/2005
Duvaltex (US), Inc.	USA		4,154,306	6/5/2012
Duvaltex (US), Inc.	USA		4,250,324	11/27/2012
Duvaltex (US), Inc.	USA	TRUE	4,045,662	10/25/2011
Duvaltex (US), Inc.	USA	TERRATEX	2,283,751	10/5/1999
Duvaltex (US), Inc.	USA	TERRATEX	2,418,008	1/2/2001

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Duvaltex (US), Inc.	USA	TERRATEX	2,581,109	6/18/2002
Duvaltex (US), Inc.	USA	FR701	88/044,165	7/19/2018
Duvaltex (US), Inc.	USA	FR702	88/039,587	7/1/2018
Duvaltex (US), Inc.	USA	FR703	88/039,603	7/1/2018

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.