

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574397

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IlSCO, LLC		04/30/2020	Limited Liability Company: OHIO
IlSCO Extrusions, LLC		04/30/2020	Limited Liability Company: OHIO
Surge Suppression, LLC		04/30/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 62

Property Type	Number	Word Mark
Registration Number:	1471290	ILSCO
Registration Number:	2621089	ILSCO
Registration Number:	2869921	ILSCO
Registration Number:	4522559	ILSCO SOLAR
Registration Number:	2782618	ILSCOM
Registration Number:	4743212	ILSCON
Registration Number:	1477503	INSUL-EATER
Registration Number:	1483183	
Registration Number:	1185515	KUP-L-TAP
Registration Number:	2758745	KUPLER
Registration Number:	4581742	LASTING CONNECTIONS
Registration Number:	2871127	NIMBUS
Registration Number:	5002726	PERMAGROUND
Registration Number:	2445131	ROCKET SPLICE
Registration Number:	1398400	SAFE-MATE

CH \$1565.00 1471290

Property Type	Number	Word Mark
Registration Number:	2683436	SAFETYSUB
Registration Number:	1713266	"SNAPBLOC"
Registration Number:	1288457	SPLICE 'N SEAL
Registration Number:	5108998	SSI
Registration Number:	5147917	STREETWISE
Registration Number:	3477843	SURECRIMP
Registration Number:	3544639	SURESPLICE
Registration Number:	5299124	SURGE SUPPRESSION
Registration Number:	5075192	SURGENCY
Registration Number:	3694322	TAP-N-SEAL
Registration Number:	4679638	TASKMASTER
Registration Number:	1207839	UTILCO
Registration Number:	5515423	UTILCO LINEMAN TOOLS
Registration Number:	5608241	UTILPRO
Registration Number:	4710943	VIRITIUM
Registration Number:	3777779	CLEARGROUND
Registration Number:	4589218	BPAD
Registration Number:	4581741	CONNECTIONS MATTER
Registration Number:	5813815	FLEX2CODE
Registration Number:	1181743	ILSCO
Registration Number:	2116803	CLEARTAP
Registration Number:	2464558	CLEAR SPLICE
Registration Number:	2470517	CLEAR CHOICE
Registration Number:	2843776	ILSCO
Registration Number:	3165756	CLEARTRAX
Registration Number:	3593054	CLEAR START
Registration Number:	3330736	COOL SEAL
Registration Number:	3732947	CLEAR SEAL
Registration Number:	5607718	BATTERY POINTE
Registration Number:	3937638	BSP
Registration Number:	1347438	BSP BATTERY SPECIALIST PRODUCTS
Registration Number:	1442940	CNS
Registration Number:	2974021	CORRECT CONNECT
Registration Number:	1660546	CRIMP 'N SEAL
Registration Number:	1356012	CRIMP'N SEAL
Registration Number:	3962592	ECO-MAX
Registration Number:	3931968	ECO-MAX
Registration Number:	1130244	FTZ

Property Type	Number	Word Mark
Registration Number:	3957069	ILSCO EXTRUSIONS
Registration Number:	2465311	SURGE SUPPRESSION INCORPORATED MANUFACTU
Registration Number:	4949845	FIRST DEFENSE
Registration Number:	4949840	SSI
Registration Number:	4949829	A
Registration Number:	3482760	ADVANTAGE
Registration Number:	5629772	SPIKE STOPPER
Registration Number:	5759003	SURGE ERASER
Registration Number:	5729603	SURGESTORE

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125778034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-648
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	04/30/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of April 30, 2020 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ANTARES CAPITAL LP, as administrative agent ("Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, ECMI HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), ECM INDUSTRIES, LLC, a Delaware limited liability company (the "Borrower"), the other Persons (as defined therein) party thereto that are designated as a "Credit Party", Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 23, 2019 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein. Each Grantor became a Credit Party under the Credit Agreement by entering into Supplement No. 1, dated as of the date hereof, to the Guaranty, dated as of the Closing Date, among Holdings, the other Guarantors party thereto and Agent.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into Security Agreement Supplement No. 1, dated as of the date hereof, to the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to 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 IP 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 Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "IP Collateral");

The registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in

Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP 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 IP 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 Credit Party.

SECTION 3. Recordation. This IP 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 of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP 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, Agent with respect to the IP 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[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.

ILSCO, LLC
ILSCO EXTRUSIONS, LLC
SURGE SUPPRESSION, LLC,
each, a Grantor

By: 
Name: Matthew Walter
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006928 FRAME: 0171

ANTARES CAPITAL LP, as Agent

By: Phillip Croff

Name: Phillip Croff


Title: Duly Authorized Signatory

United States Trademark Registrations and Trademark Applications

Owner	Mark	Serial No. Filing Date	Registration No. Registration Date
IlSCO, LLC	ILSCO	73/658537 04-May-1987	1471290 05-Jan-1988
IlSCO, LLC	ILSCO	76/332843 29-Oct-2001	2621089 17-Sep-2002
IlSCO, LLC	ILSCO	76/061542 02-Jun-2000	2869921 03-Aug-2004
IlSCO, LLC	ILSCO SOLAR	85/634186 24-May-2012	4522559 29-Apr-2014
IlSCO, LLC	ILSCOM	76/315059 20-Sep-2001	2782618 11-Nov-2003
IlSCO, LLC	ILSCON	86/412835 02-Oct-2014	4743212 26-May-2015
IlSCO, LLC	INSUL-EATER	73/670199 06-Jul-1987	1477503 23-Feb-1988
IlSCO, LLC	Insuleater Design 	73/670200 06-Jul-1987	1483183 05-Apr-1988
IlSCO, LLC	KUP-L-TAP (Stylized) KUP-L-TAP	73/227984 17-Aug-1979	1185515 12-Jan-1982
IlSCO, LLC	KUPLER	76/469857 25-Nov-2002	2758745 02-Sep-2003
IlSCO, LLC	LASTING CONNECTIONS	86/055349 04-Sep-2013	4581742 05-Aug-2014
IlSCO, LLC	NIMBUS	76/520039 06-Jun-2003	2871127 10-Aug-2004
IlSCO, LLC	PERMAGROUND	86/836464 02-Dec-2015	5002726 19-Jul-2016
IlSCO, LLC	ROCKET SPLICE	75/735822 24-Jun-1999	2445131 17-Apr-2001
IlSCO, LLC	SAFE-MATE	73/569882 22-Nov-1985	1398400 24-Jun-1986
IlSCO, LLC	SAFETYSUB	76/402103 01-May-2002	2683436 04-Feb-2003
IlSCO, LLC	SNAPBLOC	74/211226 11-Oct-1991	1713266 08-Sep-1992
IlSCO, LLC	SPLICE'N SEAL	73/397487 30-Sep-1982	1288457 31-Jul-1984
IlSCO, LLC	SSI	87/036289 13-May-2016	5108998 27-Dec-2016
IlSCO, LLC	STREETWISE	86/855148 21-Dec-2015	5147917 21-Feb-2017

Owner	Mark	Serial No. Filing Date	Registration No. Registration Date
IlSCO, LLC	SURECRIMP	77/288255 25-Sep-2007	3477843 29-Jul-2008
IlSCO, LLC	SURESPLICE	77/288310 25-Sep-2007	3544639 09-Dec-2008
IlSCO, LLC	SURGE SUPPRESSION	87/036370 13-May-2016	5299124 03-Oct-2017
IlSCO, LLC	SURGENCY	86/908632 16-Feb-2016	5075192 01-Nov-2016
IlSCO, LLC	TAP-N-SEAL	77/288279 25-Sep-2007	3694322 06-Oct-2009
IlSCO, LLC	TASKMASTER	86/068068 18-Sep-2013	4679638 27-Jan-2015
IlSCO, LLC	UTILCO	73/292760 12-Jan-1981	1207839 14-Sep-1982
IlSCO, LLC	UTILCO LINEMAN TOOLS	87/597847 06-Sep-2017	5515423 10-Jul-2018
IlSCO, LLC	UTILPRO	87/597832 06-Sep-2017	5608241 13-Nov-2018
IlSCO, LLC	VIRITUM	86/275331 08-May-2014	4710943 31-Mar-2015
IlSCO, LLC	CLEARGROUND	77/821634 08-Sep-2009	3777779 20-Apr-2010
IlSCO, LLC	BPAD	85/633962 24-May-2012	4589218 19-Aug-2014
IlSCO, LLC	CONNECTIONS MATTER	86/055077 04-Sep-2013	4581741 05-Aug-2014
IlSCO, LLC	FLEX2CODE	86/836444 02-Dec-2015	5813815 23-Jul-2019
IlSCO, LLC	ILSCO	73/294015 22-Jan-1981	1181743 15-Dec-1981
IlSCO, LLC	CLEARTAP	75/060665 21-Feb-1996	2116803 25-Nov-1997
IlSCO, LLC	CLEAR SPLICE	75/817655 06-Oct-1999	2464558 26-Jun-2001
IlSCO, LLC	CLEAR CHOICE	75/817660 06-Oct-1999	2470517 07-Jul-2001
IlSCO, LLC	ILSCO	76/976448 02-Jun-2000	2843776 18-May-2004
IlSCO, LLC	CLEARTRAX	76/630734 08-Feb-2005	3165756 31-Oct-2006
IlSCO, LLC	CLEAR START	78/674256 20-Jul-2005	3593054 17-Mar-2009
IlSCO, LLC	COOL SEAL	78/508942 01-Nov-2004	3330736 06-Nov-2007

Owner	Mark	Serial No. Filing Date	Registration No. Registration Date
IlSCO, LLC	CLEAR SEAL	77570714 16-Sept-2008	3732947 29-Dec-2009
IlSCO, LLC	BATTERY POINTE	87/337098 15-Feb-2017	5607718 13-Nov-2018
IlSCO, LLC	BSP	85/093965 27-Jul-2010	3937638 29-Mar-2011
IlSCO, LLC	BSP BATTERY SPECIALIST PRODUCTS and Design 	73/506420 31-Oct-1984	1347438 09-Jul-1985
IlSCO, LLC	CNS	73/627896 31-Oct-1986	1442940 16-Jun-1987
IlSCO, LLC	CORRECT CONNECT	78/317780 23-Oct-2003	2974021 19-Jul-2005
IlSCO, LLC	CRIMP 'N SEAL	73/756603 11-Oct-1988	1660546 15-Oct-1991
IlSCO, LLC	CRIMP'N SEAL	73/406098 15-Dec-1982	1356012 20-Aug-1985
IlSCO, LLC	ECO-MAX	77/827630 16-Sep-2009	3962592 17-May-2011
IlSCO, LLC	ECO-MAX and Design 	77/827647 16-Sep-2009	3931968 15-Mar-2011
IlSCO, LLC	FTZ	73/178125 14-Jul-1978	1130244 05-Feb-1980
IlSCO Extrusions, LLC	ILSCO EXTRUSIONS	85/073785 29-Jun-2010	3957069 10-May-2011
Surge Suppression, LLC	SURGE SUPPRESSION INCORPORATED (Stylized) 	75/883249 27-Dec-1999	2465311 03-Jul-2001
Surge Suppression, LLC	FIRST DEFENSE and Design 	86/711788 31-Jul-2015	4949845 03-May-2016
Surge Suppression, LLC	SSI and Design 	86/711730 31-Jul-2015	4949840 03-May-2016

Owner	Mark	Serial No. Filing Date	Registration No. Registration Date
Surge Suppression, LLC	A and Design 	86/711586 31-Jul-2015	4949829 03-May-2016
Surge Suppression, LLC	ADVANTAGE	76/616330 14-Oct-2004	3482760 12-Aug-2008
Surge Suppression, LLC	SPIKE STOPPER	87/868830 09-Apr-2018	5629772 11-Dec-2018
Surge Suppression, LLC	SURGE ERASER	87/868860 09-Apr-2018	5759003 21-May-2019
Surge Suppression, LLC	SURGESTORE	87/869033 09-Apr-2018	5729603 16-Apr-2019