

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Potters Industries, LLC		12/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4422357	POTTERS	
Registration Number:	0929404	Q-CEL	
Registration Number:	3320926	SPEEDBEADER	
Registration Number:	1645687	SPHERICEL	
Registration Number:	1177309	SPHERIGLASS	
Registration Number:	3726079	ULTRA 1.9	
Registration Number:	3814033	ULTRA GUARD	
Registration Number:	1502914	VISIBEAD	
Registration Number:	1903374	VISIGUN	
Registration Number:	3884188	VISILOK	
Registration Number:	3773478	VISIMAX	
Registration Number:	4313701	VISIMAX PLUS	
Registration Number:	4472102	VISISKID	
Registration Number:	4882731	VISITAPE	
Registration Number:	4583465	VISI-ULTRA	
Registration Number:	3952217	Z-CEL	
Registration Number:	4542244	MEDISPHERE	
Registration Number:	5018208	CATAPHOTE	
Registration Number:	4211651	ONG	
TRADEMARK			

OP \$765.00 4422357

Property Type	Number	Word Mark
Registration Number:	4270807	GLASS FILL
Registration Number:	3038525	GLASS FILL
Registration Number:	1946933	LUXSIL
Registration Number:	1769201	LASERLUX
Registration Number:	1467816	METALITE
Registration Number:	1312905	CONDUCT-O-FIL
Registration Number:	0950699	MICROBEADS
Registration Number:	0921573	MICROBEADS
Registration Number:	0921789	MICROBEADS
Registration Number:	0815582	BALLOTINI
Registration Number:	0802502	GLAS-SHOT

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: 800-713-0755

Email: james.murray@wolterskluwer.com, ecarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/14/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 14, 2020, between the signatory hereto (the "Grantor") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of December 14, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

(i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any 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 therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of

this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

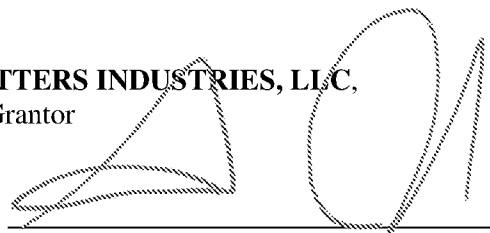
SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

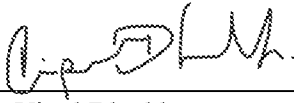
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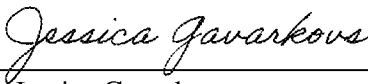
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

POTTERS INDUSTRIES, LLC,
as Grantor

By: 
Name: Scott Randolph
Title: Chief Executive Officer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 
Name: Vipul Dhadda
Title: Authorized Signatory

By: 
Name: Jessica Gavarkovs
Title: Authorized Signatory

SCHEDULE 1

REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Potters Industries, LLC	POTTERS & Design	4,422,357	10/22/2013	U.S.
Potters Industries, LLC	Q-CEL	0,929,404	2/22/1972	U.S.
Potters Industries, LLC	SPEEDBEADER	3,320,926	10/23/2007	U.S.
Potters Industries, LLC	SPHERICEL	1,645,687	5/21/1991	U.S.
Potters Industries, LLC	SPHERIGLASS	1,177,309	11/10/1981	U.S.
Potters Industries, LLC	ULTRA 1.9	3,726,079	12/15/2009	U.S.
Potters Industries, LLC	ULTRA GUARD	3,814,033	7/06/2010	U.S.
Potters Industries, LLC	VISIBEAD	1,502,914	9/6/1988	U.S.
Potters Industries, LLC	VISIGUN	1,903,374	7/4/1995	U.S.
Potters Industries, LLC	VISILOK	3,884,188	11/30/2010	U.S.
Potters Industries, LLC	VISIMAX	3,773,478	4/06/2010	U.S.
Potters Industries, LLC	VISIMAX PLUS	4,313,701	4/02/2013	U.S.
Potters Industries, LLC	VISISKID	4,472,102	1/21/2014	U.S.
Potters Industries, LLC	VISITAPE	4,882,731	1/05/2016	U.S.
Potters Industries, LLC	VISI-ULTRA	4,583,465	08/12/2014	U.S.
Potters Industries, LLC	Z-CEL	3,952,217	4/26/2011	U.S.

Potters Industries, LLC	MEDISPHERE	4,542,244	6/3/2014	U.S.
Potters Industries, LLC	CATAPHOTE	5,018,208	8/9/2016	U.S.
Potters Industries, LLC	ONG	4,211,651	9/18/2012	U.S.
Potters Industries, LLC	GLASS FILL	4,270,807	1/8/2013	U.S.
Potters Industries, LLC	GLASS FILL	3,038,525	1/3/2006	U.S.
Potters Industries, LLC	LUXSIL	1,946,933	1/9/1996	U.S.
Potters Industries, LLC	LASERLUX	1,769,201	5/4/1993	U.S.
Potters Industries, LLC	METALITE	1,467,816	12/8/1987	U.S.
Potters Industries, LLC	CONDUCT-O-FIL	1,312,905	1/8/1985	U.S.
Potters Industries, LLC	MICROBEADS	0,950,699	1/16/1973	U.S.
Potters Industries, LLC	MICROBEADS	0,921,573	10/5/1971	U.S.
Potters Industries, LLC	MICROBEADS	0,921,789	10/12/1971	U.S.
Potters Industries, LLC	BALLOTINI	0,815,582	9/20/1966	U.S.
Potters Industries, LLC	GLAS-SHOT	0,802,502	1/25/1966	U.S.

TRADEMARK APPLICATIONS

None.