

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.F. Taylor LLC		07/22/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 CMC		
Internal Address:	Mail Code NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	6062181	ENHANCE	
Registration Number:	6016462	SIGNATURE	
Registration Number:	5878426	TAYLOR	
Registration Number:	5517135	FINALE	
Registration Number:	5386666	STEADFAST	
Registration Number:	5386667	AGILE	
Registration Number:	5640351	RESOLUTE	
Registration Number:	5053523	RIDGELINE	
Registration Number:	5777675	ASPEN	
Registration Number:	6125199	HYBRID PROPEL	
Registration Number:	5515472	COLORREADY	
Registration Number:	5257942	ZEPHYR	
Registration Number:	5261936	DYNAMIC	
Registration Number:	5558182	SAHARA	
Registration Number:	5261937	IRONWOOD	
Registration Number:	5291920	PINNACLE	
Registration Number:	5261933	VERSATILE	
Registration Number:	4832808	TRURENEW	
TRADEMARK			

OP \$765.00 6062181

Property Type	Number	Word Mark
Registration Number:	4211577	MBA
Registration Number:	6139242	SIGNATURE LINE
Registration Number:	4278192	MS PLUS
Registration Number:	5268061	SOUNDLEVEL
Registration Number:	3993244	TRANSITIONAL PRESSURE SENSITIVE
Registration Number:	2532177	INNOVATIVE SCIENCE META-TEC APPLIED TECH
Registration Number:	2516073	TIMBERLINE ENVIROTEC HEALTHGUARD ADHESIV
Registration Number:	1791151	TOUCHDOWN
Registration Number:	1687434	ENVIROTEC HEALTHGUARD ADHESIVES
Registration Number:	2907344	META-SEPT
Registration Number:	1808682	HEALTHGUARD
Registration Number:	1870256	ENVIROBOND

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

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:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	07/22/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”) dated July 22, 2021, is made by the Person listed on the signature pages hereof (the “*Pledgor*”) in favor of JPMorgan Chase Bank, N.A., as collateral agent (together with its permitted successors in such capacity the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MERIDIAN ADHESIVES GROUP, INC., a Delaware corporation (the “*Borrower*”), has entered into a Credit Agreement, dated as of July 22, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with MERIDIAN ADHESIVES HOLDINGS, INC., a Delaware corporation (“*Holdings*”) JPMORGAN CHASE BANK, N.A., as the Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Pledgor has executed and delivered that certain Pledge and Security Agreement, dated July 22, 2021, by Holdings, the Borrower, the Pledgor, the other grantors party thereto from time to time and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Pledgor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Trademarks of the Pledgor, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

- (1) Grant of Security. The Pledgor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Pledgor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired (the “*Collateral*”):
 - (a) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and so long as creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein, and such trademarks shall not be set forth in Schedule A), together with the goodwill symbolized thereby (the “*Trademarks*”);
 - (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;

- (c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term "Collateral," shall not include any lease, license or other agreement to the extent that (and only for so long as) a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any Pledgor), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, *provided*, that the Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition; *provided further* that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to any Excluded Assets.

(2) Security for Obligations. The grant of a security interest in, the Collateral by the Pledgor under this Trademark Security Agreement secures the payment of all Obligations of such Pledgor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

(3) Termination. Upon the occurrence of the events described in Section 9.11(a)(i) of the Credit Agreement, 9.11(b) of the Credit Agreement (with respect to any Grantor) or any subclause of 9.11(a) of the Credit Agreement (with respect to any individual item of Collateral), the applicable security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the applicable Collateral under this Trademark Security Agreement all in accordance with the terms of the Credit Agreement and the Security Agreement.

(4) Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

(5) Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by

facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

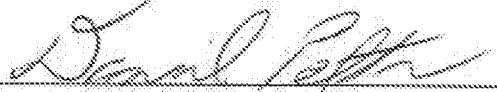
(6) Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the 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 therein. 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.

(7) Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned 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.

W.F. TAYLOR LLC

By: 
Name: Daniel Pelton
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007362 FRAME: 0198**

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By:  _____




Name: James Shender

Title: Executive Director

Schedule A to the Trademark Security Agreement

United States Trademarks

Trademark	Serial No. Filing Date	Registration No. Registration Date	Status	Owner of Record
ENHANCE	88454996 31-MAY-2019	6062181 26-MAY-2020	Registered	W.F. Taylor LLC
SIGNATURE	88308392 20-FEB-2019	6016462 24-MAR-2020	Registered	W.F. Taylor LLC
TAYLOR	88308396 20-FEB-2019	5878426 08-OCT-2019	Registered	W.F. Taylor LLC
FINALE	87541500 25-JUL-2017	5517135 17-JUL-2018	Registered	W.F. Taylor LLC
STEADFAST	87541504 25-JUL-2017	5386666 23-JAN-2018	Registered	W.F. Taylor LLC
AGILE	87541509 25-JUL-2017	5386667 23-JAN-2018	Registered	W.F. Taylor LLC
RESOLUTE	87509099 28-JUN-2017	5640351 01-JAN-2019	Registered	W.F. Taylor LLC
RIDGELINE	86902210 09-FEB-2016	5053523 04-OCT-2016	Registered	W.F. Taylor LLC
ASPEN	88117889 14-SEP-2018	5777675 11-JUN-2019	Registered	W.F. Taylor LLC
HYBRID PROPEL	88089405 23-AUG-2018	6125199 11-AUG-2020	Registered	W.F. Taylor LLC
COLORREADY	87616296 20-SEP-2017	5515472 10-JUL-2018	Registered	W.F. Taylor LLC
ZEPHYR	87231284 09-NOV-2016	5257942 01-AUG-2017	Registered	W.F. Taylor LLC
DYNAMIC	86903216 10-FEB-2016	5261936 08-AUG-2017	Registered	W.F. Taylor LLC
SAHARA	86903227 10-FEB-2016	5558182 11-SEP-2018	Registered	W.F. Taylor LLC
IRONWOOD	86903220 10-FEB-2016	5261937 08-AUG-2017	Registered	W.F. Taylor LLC
PINNACLE	86902417 09-FEB-2016	5291920 19-SEP-2017	Registered	W.F. Taylor LLC
VERSATILE	86902411 09-FEB-2016	5261933 08-AUG-2017	Registered	W.F. Taylor LLC
TRURENEW	86261056 24-APR-2014	4832808 13-OCT-2015	Registered	W.F. Taylor LLC
MBA	85473382	4211577	Registered	W.F. Taylor LLC

Trademark	Serial No. Filing Date	Registration No. Registration Date	Status	Owner of Record
	15-NOV-2011	18-SEP-2012		
SIGNATURE LINE	88462075 06-JUN-2019	6139242 01-SEP-2020	Registered	W.F. Taylor LLC
MS PLUS	85468476 09-NOV-2011	4278192 22-JAN-2013	Registered	W.F. Taylor LLC
SOUNDLEVEL	87231278 09-NOV-2016	5268061 15-AUG-2017	Registered	W.F. Taylor LLC
TRANSITIONAL PRESSURE SENSITIVE	85182792 22-NOV-2010	3993244 12-JUL-2011	Registered	W.F. Taylor LLC
INNOVATIVE SCIENCE META-TEC APPLIED TECHNOLOGY Design 	76285342 16-JUL-2001	2532177 22-JAN-2002	Registered	W.F. Taylor LLC
TIMBERLINE ENVIROTEC HEALTHGUARD ADHESIVES Design 	75510894 30-JUN-1998	2516073 11-DEC-2001	Registered	W.F. Taylor LLC
TOUCHDOWN	74235339 06-JAN-1992	1791151 07-SEP-1993	Registered	W.F. Taylor LLC
ENVIROTEC HEALTHGUARD ADHESIVES Design 	74093498 04-SEP-1990	1687434 19-MAY-1992	Registered	W.F. Taylor LLC
META-SEPT	78247485 08-MAY-2003	2907344 30-NOV-2004	Registered	W.F. TAYLOR LLC
HEALTHGUARD	74289722 29-JUN-1992	1808682 07-DEC-1993	Registered	W.F. TAYLOR LLC
ENVIROBOND	74289723 29-JUN-1992	1870256 27-DEC-1994	Registered	W.F. TAYLOR LLC

United States Trademark Applications

None.