

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678443

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark First Lien Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WATERTITE PRODUCTS, INC.		10/01/2021	Corporation: CALIFORNIA
IPS Corporation		10/01/2021	Corporation: DELAWARE
IPS Structural Adhesives, Inc.		10/01/2021	Corporation: DELAWARE
T. CHRISTY ENTERPRISES, LLC		10/01/2021	Limited Liability Company: CALIFORNIA
INSTANT ASPHALT INC.		10/01/2021	Corporation: CALIFORNIA
IPS Adhesives LLC		10/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Registration Number:	3232186	10N1
Registration Number:	2797626	3N1
Registration Number:	5661968	4N1
Registration Number:	2876621	724
Registration Number:	5504109	905ECO
Registration Number:	4490560	AB&A
Registration Number:	1871200	AB & A
Registration Number:	5351840	AIR-SWIRL
Registration Number:	5361261	ALL-FLOW
Registration Number:	4014402	ALTIMA ADHESIVES
Registration Number:	5404988	ARJAY

OP \$2090.00 3232186

Property Type	Number	Word Mark
Registration Number:	2809887	CHEM-VENT
Registration Number:	4687525	CHRISTY'S
Registration Number:	4607949	CHRISTY'S
Registration Number:	2657390	
Registration Number:	1577642	DON'T GO THROUGH THE ROOF!
Registration Number:	4497214	DRAIN EEZ
Registration Number:	5518522	ECOPRO
Registration Number:	4083958	EXTREME WEATHER
Registration Number:	5519160	GB31
Registration Number:	5139676	GLUE WAREHOUSE
Registration Number:	6485394	GREEN MEANS GO!
Registration Number:	3235680	GUY GRAY
Registration Number:	2581432	GUY GRAY MANUFACTURING COMPANY, INC.
Registration Number:	5052808	HIGH PERFORMANCE ADHESION PROMOTER BOND
Registration Number:	4991976	HOT 'R COLD
Registration Number:	3494836	INTEGRA ADHESIVES
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:	2027294	LAV GUARD
Registration Number:	2010043	LAV SHIELD
Registration Number:	3931173	
Registration Number:	4894311	MATCH FACTOR
Registration Number:	3280554	WACKY SCENES ANIMATION
Registration Number:	1588348	MAXI-VENT
Registration Number:	1320716	METACRYLICS
Registration Number:	6345580	MINI MOO GLOO
Registration Number:	1592578	MINI-VENT
Registration Number:	3646222	P.A.P.A.
Registration Number:	3009296	PUSH N' REPAIR
Registration Number:	6323082	Q COAT
Registration Number:	1228471	RED HOT BLUE GLUE
Registration Number:	2806311	REDI-VENT
Registration Number:	4184616	ROOF TOP BLOX
Registration Number:	4765917	ROOT BAN
Registration Number:	4990293	SAND-IT

Property Type	Number	Word Mark
Registration Number:	4661315	
Registration Number:	4479211	
Registration Number:	4085079	SCIGRIP
Registration Number:	4596711	SEAM PRO
Registration Number:	3965988	SEAM-IT
Registration Number:	3180453	SINGLE SHOT
Registration Number:	4504453	SLICK-WRAP
Registration Number:	5351991	SNAPCAP
Registration Number:	4884976	STONE BOND SUPER FLEX DRIPLESS GLUE
Registration Number:	5052818	STONE WELD
Registration Number:	1603597	STUDOR
Registration Number:	3042317	STUDOR ENGINEERED PRODUCTS
Registration Number:	2255285	STUDOR INVENTIVE TECHNOLOGY INC
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:	6214011	TOUGH PANS
Registration Number:	2433102	TRAP WRAP
Registration Number:	2575651	TRUEBRO
Registration Number:	3928489	TURF 'N AG
Registration Number:	2973955	TWIST 'N SEAL
Registration Number:	5149079	WATER-TITE
Registration Number:	4877029	WELD ALL
Registration Number:	3836886	WELD-ON
Registration Number:	4746324	WELD-ON
Registration Number:	1719732	WELD ON
Registration Number:	3928491	WET 'N FAST
Registration Number:	1843990	WET 'R DRY
Registration Number:	2826524	X-PACK
Registration Number:	4793940	ROOT BAN
Registration Number:	4814142	SECUREFLX

CORRESPONDENCE DATA

Fax Number:

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.

TRADEMARK

REEL: 007440 FRAME: 0087

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1486873 TM B

NAME OF SUBMITTER: Margot Tolley

SIGNATURE: /Margot Tolley/

DATE SIGNED: 10/01/2021

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT dated as of October 1, 2021 (this “Agreement”), among WATERTITE PRODUCTS, INC., IPS Corporation, IPS Structural Adhesives, Inc., T. CHRISTY ENTERPRISES, LLC, INSTANT ASPHALT INC. and IPS Adhesives LLC (each, a “Grantor” and, collectively, the “Grantors”) and JEFFERIES FINANCE LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of October 1, 2021 (the “Credit Agreement”), among CP IRIS TOPCO, LP, a Delaware limited partnership (“Intermediate Holdings”), CP IRIS INTERMEDIATE HOLDINGS II, LP, a Delaware limited partnership (“Initial Holdings” and, together with Intermediate Holdings, “Holdings”), CP IRIS HOLDCO I, INC., a Delaware corporation, as a Borrower, CP IRIS HOLDCO II, INC., a Delaware corporation, as a Borrower (together, with CP Iris Holdco I, Inc., collectively, the “Borrower”), each of the SUBSIDIARY GRANTORS identified therein and JEFFERIES FINANCE LLC, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of October 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall immediately and automatically terminate and the Collateral Agent shall promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed


counterpart of this Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Agreement shall be construed in accordance with and governed by the law of the state of New York.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WATERTITE PRODUCTS, INC., as a Grantor

By: 
Name: Zhana Goldblatt
Title: Chief Financial Officer, Treasurer &
Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IPS CORPORATION, as a Grantor

By: 

Name: Zhana Goldblatt

Title: Chief Financial Officer, Treasurer & Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

T. CHRISTY ENTERPRISES, LLC, as a
Grantor

By:




Name: Zhana Goldblatt

Title: Chief Financial Officer, Treasurer &
Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IPS STRUCTURAL ADHESIVES, INC., as a
Grantor

By:  _____

Name: Zhana Goldblatt

Title: Chief Financial Officer, Treasurer &
Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INSTANT ASPHALT INC., as a Grantor

By: 

Name: Zhana Goldblatt

Title: Chief Financial Officer, Treasurer &
Secretary

IPS ADHESIVES LLC, as a Grantor



By:

Name: Zhana Goldblatt




Title: Chief Financial Officer, Treasurer &
Secretary








JEFFERIES FINANCE LLC, as Collateral
Agent,



By:  _____
Name: Brian Buoye
Title: Managing Director

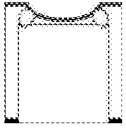
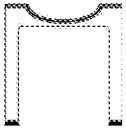




Schedule I






TRADEMARK REGISTRATION AND APPLICATIONS




Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
10N1	76652464	12/27/2005	3232186	4/24/2007	IPS Corporation
3N1	78179915	10/30/2002	2797626	12/23/2003	IPS Corporation
4N1	87225113	11/3/2016	5661968	1/22/2019	IPS Corporation
724	76528134	7/7/2003	2876621	8/24/2004	IPS Corporation
	87352232	2/28/2017	5504109	6/26/2018	IPS Corporation
AB&A	85899913	4/10/2013	4490560	3/4/2014	IPS Corporation
	74474707	12/30/1993	1871200	1/3/1995	WATERTITE PRODUCTS, INC.
AIR-SWIRL	87225062	11/3/2016	5351840	12/5/2017	IPS Corporation
ALL-FLOW	87298562	1/12/2017	5361261	12/19/2017	IPS Corporation
ALTIMA ADHESIVES	77938850	2/18/2010	4014402	8/23/2011	IPS Adhesives LLC
ARJAY	87393376	3/30/2017	5404988	2/20/2018	IPS Structural Adhesives, Inc.
CHEM-VENT	76431110	7/16/2002	2809887	2/3/2004	WATERTITE PRODUCTS, INC.
CHRISTY'S	86276782	5/9/2014	4687525	2/17/2015	T. CHRISTY ENTERPRISES, LLC
CHRISTY'S	85715163	8/28/2012	4607949	9/23/2014	T. CHRISTY ENTERPRISES, LLC
	76339218	11/19/2001	2657390	12/3/2002	IPS Corporation
DON'T GO THROUGH THE ROOF!	73805547	6/9/1989	1577642	1/16/1990	WATERTITE PRODUCTS, INC.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
DRAIN EEZ	85951570	6/5/2013	4497214	3/18/2014	T. CHRISTY ENTERPRISES, LLC
	87710191	12/6/2017	5518522	7/17/2018	T. CHRISTY ENTERPRISES, LLC
EXTREME WEATHER	85341554	6/8/2011	4083958	1/10/2012	Instant Asphalt, Inc.
GB31	87721356	12/14/2017	5519160	7/17/2018	IPS Corporation
GLUE WAREHOUSE	86462070	11/21/2014	5139676	2/14/2017	IPS Structural Adhesives, Inc.
GREEN MEANS GO!	90364414	12/7/2020	6485394	9/14/2021	IPS Structural Adhesives, Inc.
	76662334	6/29/2006	3235680	5/1/2007	IPS Corporation
GUY GRAY MANUFACTURING COMPANY, INC.	76173619	12/1/2000	2581432	6/18/2002	IPS Corporation
	86755263	9/13/2015	5052808	10/4/2016	IPS Structural Adhesives, Inc.
HOT 'R COLD	86792510	10/19/2015	4991976	7/5/2016	IPS Corporation
	77237575	7/24/2007	3494836	9/2/2008	IPS Adhesives LLC
IPS	76293788	8/3/2001	2648880	11/12/2002	IPS Corporation
	74209012	10/1/1991	1704462	8/4/1992	IPS Corporation
	86846317	12/11/2015	5094060	12/6/2016	IPS Corporation
IPS Corporation	86818454	11/12/2015	5093994	12/6/2016	IPS Corporation
	74208925	10/1/1991	1714837	9/15/1992	IPS Corporation
LAV GUARD	75070992	3/11/1996	2027294	12/31/1996	WATERTITE PRODUCTS, INC.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
LAV SHIELD	75007921	10/19/1995	2010043	10/22/1996	WATERTITE PRODUCTS, INC.
	85125516	9/9/2010	3931173	3/15/2011	IPS Corporation
MATCH FACTOR	86462050	11/21/2014	4894311	2/2/2016	IPS Structural Adhesives, Inc.
MAXI-FILTRA	79015456	3/11/2005	3280554	8/14/20007	WATERTITE PRODUCTS, INC.
MAXI-VENT	73784049	3/2/1989	1588348	3/20/1990	WATERTITE PRODUCTS, INC.
METACRYLICS	73470262	3/15/1984	1320716	2/19/1985	INSTANT ASPHALT INC.
MINI MOO GLOO	90142904	8/27/2020	6345580	5/11/2021	IPS Structural Adhesives, Inc.
MINI-VENT	73784050	3/2/1989	1592578	4/17/1990	WATERTITE PRODUCTS, INC.
P.A.P.A.	77550266	8/19/2008	3646222	6/30/2009	WATERTITE PRODUCTS, INC.
PUSH N' REPAIR	78140594	7/2/2002	3009296	10/25/2005	IPS Corporation
Q COAT	88528901	7/23/2019	6323082	4/13/2021	INSTANT ASPHALT INC.
RED HOT BLUE GLUE	73294878	1/29/1981	1228471	2/22/1983	T. CHRISTY ENTERPRISES, LLC
REDI-VENT	76438676	8/8/2002	2806311	1/20/2004	WATERTITE PRODUCTS, INC.
	76705182	11/1/2010	4184616	8/7/2012	WATERTITE PRODUCTS, INC.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
ROOT BAN	86345688	7/23/2014	4765917	6/30/2015	T. CHRISTY ENTERPRISES, LLC
SAND-IT	86709118	7/30/2015	4990293	6/28/2016	IPS Structural Adhesives, Inc.
Design Only 	86315158	6/19/2014	4661315	12/23/2014	T. CHRISTY ENTERPRISES, LLC
Design Only 	85980766	8/28/2012	4479211	2/4/2014	T. CHRISTY ENTERPRISES, LLC
SCIGRIP	85224463	1/24/2011	4085079	1/10/2012	IPS Structural Adhesives, Inc.
	86176608	1/27/2014	4596711	9/2/2014	IPS Structural Adhesives, Inc.
	85137871	9/24/2010	3965988	5/24/2011	IPS Structural Adhesives, Inc.
SINGLE SHOT	78771607	12/12/2005	3180453	12/5/2006	IPS Corporation
SLICK-WRAP	85951564	6/5/2013	4504453	4/1/2014	T. CHRISTY ENTERPRISES, LLC
SNAPCAP	87298539	1/12/2017	5351991	12/5/2017	IPS Corporation
	86624407	5/9/2015	4884976	1/12/2016	IPS Structural Adhesives, Inc.
	86758014	9/16/2015	5052818	10/4/2016	IPS Structural Adhesives, Inc.
STUDOR	73784043	3/2/1989	1603597	6/26/1990	WATERTITE PRODUCTS, INC.
STUDOR ENGINEERED PRODUCTS	76593592	5/24/2004	3042317	1/10/2006	WATERTITE PRODUCTS, INC.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
					
STUDOR INVENTIVE TECHNOLOGY INC 	75440714	2/23/1998	2255285	6/22/1999	WATERTITE PRODUCTS, INC.
SUPERSWAB	86068780	9/18/2013	4565735	7/8/2014	IPS Corporation
	76360661	1/21/2002	2671795	1/7/2003	WATERTITE PRODUCTS, INC.
TECHNO FLANGE	78283537	8/5/2003	3004966	10/4/2005	IPS Corporation
TEC-VENT	76528928	7/11/2003	3047382	1/24/2006	WATERTITE PRODUCTS, INC.
TEST-TITE	78159283	8/29/2002	2828595	3/30/2004	IPS Corporation
	76662336	6/29/2006	3257489	7/3/2007	IPS Corporation
TOUGH PANS	88401278	4/25/2019	6214011	12/8/2020	WATERTITE PRODUCTS, INC.
TRAP WRAP	75793024	9/7/1999	2433102	3/6/2001	WATERTITE PRODUCTS, INC.
TRUEBRO	76170574	11/27/2000	2575651	6/4/2002	WATERTITE PRODUCTS, INC.
TURF 'N AG	85085985	7/15/2010	3928489	3/8/2011	IPS Corporation
TWIST 'N SEAL	78314420	10/16/2003	2973955	7/19/2005	IPS Corporation
WATER-TITE	86850286	12/15/2015	5149079	2/28/2017	IPS Corporation
	86576679	3/25/2015	4877029	12/29/2015	IPS Corporation

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
WELD-ON	77807560	8/18/2009	3836886	8/24/2010	IPS Corporation
WELD-ON	86248785	4/10/2014	4746324	6/2/2015	IPS Corporation
	74208901	10/1/1991	1719732	9/29/1992	IPS Corporation
WET 'N FAST	85085992	7/15/2010	3928491	3/8/2011	IPS Corporation
	74209014	10/1/1991	1843990	7/12/1994	IPS Corporation
X-PACK	78163917	9/13/2002	2826524	3/23/2004	IPS Corporation
ROOT BAN 	86482963	12/17/2014	4793940	8/18/2015	T. CHRISTY ENTERPRISES, LLC
SECUREFLX	86312617	6/18/2014	4814142	9/15/2015	WATERTITE PRODUCTS, INC.