

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313482

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Command Alkon Incorporated		08/08/2014	CORPORATION: DELAWARE
CA Holdco, LLC		08/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
Command Alkon Holdings, Inc.		08/08/2014	CORPORATION: DELAWARE
Construction Materials Technologies, Inc.		08/08/2014	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86258203	COMMAND ALKON MOBILECOMMERCE
Serial Number:	85957900	COMMAND ALKON MOBILECONNECT
Serial Number:	86258199	COMMAND ALKON MOBILESALES
Serial Number:	86258207	COMMAND ALKON MOBILETICKET
Serial Number:	85023793	PRECISION WATER SYSTEM

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	025983-0169
NAME OF SUBMITTER:	Scott Kareff (025983-0169)
SIGNATURE:	/kc for sk/
DATE SIGNED:	08/08/2014

Total Attachments: 6

source=Trademark Second Supplement to Trademark Security Agreement for Command Alkon Incorporated and others 82014#page1.tif

source=Trademark Second Supplement to Trademark Security Agreement for Command Alkon Incorporated and others 82014#page2.tif

source=Trademark Second Supplement to Trademark Security Agreement for Command Alkon Incorporated and others 82014#page3.tif

source=Trademark Second Supplement to Trademark Security Agreement for Command Alkon Incorporated and others 82014#page4.tif

source=Trademark Second Supplement to Trademark Security Agreement for Command Alkon Incorporated and others 82014#page5.tif

source=Trademark Second Supplement to Trademark Security Agreement for Command Alkon Incorporated and others 82014#page6.tif

**SECOND SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT**

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement") is made effective as of August 8, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of the Lender Group, and Agent has accepted and acknowledged, that certain Trademark Security Agreement, dated as of October 28, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to (i) that certain Credit Agreement dated as of October 28, 2010 (as amended and restated by that certain Amended and Restated Credit Agreement entered into as of September 28, 2012, as further amended and restated by that certain Second Amended and Restated Credit Agreement entered into as of the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among CA Holdco, LLC, a Delaware limited liability company ("Parent"), Command Alkon Holdings, Inc., a Delaware corporation ("Holdings"), Command Alkon Incorporated, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, and (ii) that certain Security Agreement, dated as of October 28, 2010, executed and delivered by Grantors to Agent, for the benefit of the Lender Group (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Supplement to Trademark Security Agreement;

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of the Lender Group, the Supplement to Trademark Security Agreement, dated as of September 28, 2012;

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, Grantors hereby agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Supplement 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) the Grantor's Trademarks which are referred to on Schedule I;

(b) all renewals or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of such Trademark, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License pertaining to such Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Supplement 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 Supplement 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 Lender Group 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 Supplement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. 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 Security Agreement and the Trademark 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 Supplement and the Security Agreement, the Security Agreement shall control.

5. CONFIRMATION OF TRADEMARK SECURITY AGREEMENT. As hereby supplemented, the Trademark Security Agreement is in all respects ratified and confirmed and remains in full force and effect.

6. COUNTERPARTS. This Supplement 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 Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement.

7. CONSTRUCTION. This Supplement is a Loan Document and shall be subject to all of terms and conditions contained in Section 1.4 of the Credit Agreement, *mutatis mutandi*.

5. THE VALIDITY OF THIS SUPPLEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SUPPLEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUPPLEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS

WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SUPPLEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplement to Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COMMAND ALKON INCORPORATED,
a Delaware corporation

By: *Phillip A Ramsey*
Name: PHILLIP RAMSEY
Title: CEO

CA HOLDCO, LLC,
a Delaware limited liability company

By: *Phillip A Ramsey*
Name: PHILLIP RAMSEY
Title: CEO

COMMAND ALKON HOLDINGS, INC.,
a Delaware corporation

By: *Phillip A Ramsey*
Name: PHILLIP RAMSEY
Title: CEO


CONSTRUCTION MATERIALS TECHNOLOGIES, INC.,
an Alabama corporation

By: *Phillip A Ramsey*
Name: PHILLIP RAMSEY
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Matthew Maclay
Title: Director

SCHEDULE I
TO
SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

TRADEMARK							
Ref. No.	Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	Cl.
United States							
T0C1959US26NJ	COMMAND ALKON MOBILEcommerce	4/21/2014	86/258,203	-	-	PENDING	09
T0C1959US22NJ	COMMAND ALKON MOBILECONNECT	6/12/2013	85-957,900	-	-	ALLOWED	09
T0C1959US27NJ	COMMAND ALKON MOBILEsales	4/21/2014	86/258,199	-	-	PENDING	09
T0C1959US25NJ	COMMAND ALKON MOBILEticket	4/21/2014	86/258,207	-	-	PENDING	09

U.S. Registered Trademarks

PRECISION WATER SYSTEM	04/27/2010	85-023,793	1/14/2014	4,464,546	REGISTERED	09
------------------------	------------	------------	-----------	-----------	------------	----

Ohio							
1199843	ALKON					REGISTERED	