

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328858

| | | | |
|---|--|------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| KLINE'S SOLUTIONS, LLC | | 01/13/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CRESCENT DIRECT LENDING, LLC, AS AGENT | | |
| Street Address: | One Post Office Square, 36th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02110 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4542717 | K-ZYME | |
| Registration Number: | 4525429 | KLINE'S DOING THE JOB RIGHT! | |
| Serial Number: | 86087884 | K | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>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.</i> | | | |
| Email: | mtily@fdh.com | | |
| Correspondent Name: | Michael Tily | | |
| Address Line 1: | 177 Broad Street | | |
| Address Line 4: | Stamford, CONNECTICUT 06901 | | |
| NAME OF SUBMITTER: | Michael Tily | | |
| SIGNATURE: | /s/ Michael Tily | | |
| DATE SIGNED: | 01/13/2015 | | |
| Total Attachments: 6 | | | |
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| source=Trademark Security Agreement (Executed) (01981370)#page2.tif | | | |
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of January 13, 2015 (“Trademark Security Agreement”), among KLINE’S SOLUTIONS, LLC, a Delaware limited liability company (the “Grantor”), in favor of CRESCENT DIRECT LENDING, LLC (the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of July 3, 2014, by and among WIND RIVER ENVIRONMENTAL, LLC., a Delaware limited liability company (the “Borrower”), WIND RIVER HOLDING CORP., a Delaware corporation, as parent, the Lenders party thereto (the “Lenders”), and Crescent Direct Lending, LLC as administrative agent and collateral agent for the Lenders (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to establish a revolving credit facility and to extend a term loan to the Borrower;

WHEREAS, it is a condition precedent to the Lenders’ making any loans or other extensions of credit to the Borrower under the Credit Agreement that the Grantor executes and delivers to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which Grantor has granted to the Agent, on behalf of the Lenders, a security interest in certain of such Grantor’s personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, Grantor will obtain substantial direct and indirect financial and other benefits from the loans and other extensions of credit from time to time made or to be made the Lender to the Borrowers pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, Grantor desires to enter into this Trademark Security Agreement and also in order to induce the Lender to make the loans and other extensions of credit to the Borrower under the Credit Agreement and the other Loan Documents; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, in not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent, for the benefit of each Lender, a Lien on and security interest (the “Security Interest”) in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks (each, a “Trademark”), including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security for Secured Obligations. This Trademark Security Agreement 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 Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 5. Authorization to Supplement. Grantor shall give Agent prior written notice of no less than five (5) Business Days before filing any additional application for registration of any trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting Grantor’s obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to the Security Interest hereunder.

Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

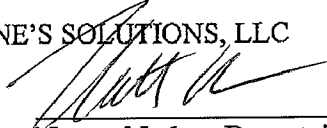
Section 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 20, 21 and 22 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KLINE'S SOLUTIONS, LLC

By:



Name: Nathan Bernstein

Title: Chief Financial Officer

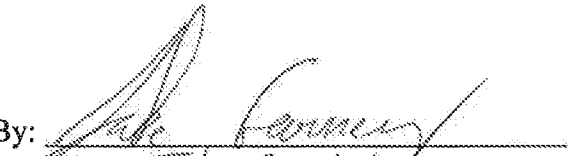
Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005440 FRAME: 0112

Acknowledged and Agreed to as of the date hereof:



AGENT:

CRESCENT DIRECT LENDING, LLC


By: 
Name: Jake Garney
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

| Trademark | Design | Application No. | Filing Date/ Registration Date | Registration No. | Registered | Owner |
|------------------------------------|---|-----------------|-----------------------------------|------------------|------------|-------------------------|
| K-ZYME |  | N/A | 6/3/14 | 4,542,717 | 4,542,717 | Kline's Solutions, Inc. |
| KLINÉ'S DOING THE JOB RIGHT! |  | N/A | 5/6/14 | 4,525,429 | 4,525,429 | Kline's Solutions, Inc. |

TRADEMARK APPLICATION

| | | | | | | |
|---|---|------------------------|----------|-----|-----|------------------------|
| K |  | 86/087,88 ¹ | 10/10/13 | N/A | N/A | Kline's Services, Inc. |
|---|---|------------------------|----------|-----|-----|------------------------|

¹ This trademark is currently abandoned, but the loan parties will endeavor to reinstate the trademark and assign it to Kline as soon as practicable after the closing date.