

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM331732

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement
<b>SEQUENCE:</b>	4

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Namco, LLC		02/10/2015	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	SCP Distributors LLC (Collateral Agent)
<b>Street Address:</b>	109 Northpark Blvd.
<b>City:</b>	Covington
<b>State/Country:</b>	LOUISIANA
<b>Postal Code:</b>	70433
<b>Entity Type:</b>	<del>XXXXXXXXXX</del> DELAWARE Limited Liability Company

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	4670506	SANI SHOCK 2
Serial Number:	86275558	WINTER TABS
Serial Number:	86275525	MUSTARD ALGAE ELIMINATOR
Serial Number:	86275509	BLACKALGAE ELIMINATOR
Registration Number:	4659198	ARCTIC ELITE
Registration Number:	4662955	RE-NU-IT
Registration Number:	4666488	MINERAL MAGNET
Registration Number:	4666487	JUMBO SLO-POKE
Registration Number:	4666489	P.D.Q. TABS
Registration Number:	4666490	SLO-TABS
Registration Number:	4670457	STAIN-A-WAY

**CORRESPONDENCE DATA**

**Fax Number:** 8043447999

*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:** 804-788-8331

**Email:** HWRITM@hunton.com

**Correspondent Name:** Stephen P. Demm - Hunton & Williams LLP

CH \$290.00 4670506

**Address Line 1:** 951 East Byrd Street  
**Address Line 2:** Riverfront Plaza - East Tower  
**Address Line 4:** Richmond, VIRGINIA 23219-4074

<b>ATTORNEY DOCKET NUMBER:</b>	85258.2
<b>NAME OF SUBMITTER:</b>	Stephen P. Demm
<b>SIGNATURE:</b>	/Stephen P. Demm/
<b>DATE SIGNED:</b>	02/10/2015

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

February 10, 2015

This Trademark Security Agreement (the “**Agreement**”) is made as of the date first set forth above, by and between Namco, LLC, a Delaware limited liability company (herein referred to as the “**Grantor**”), in favor of SCP Distributors LLC, a Delaware limited liability company (herein referred to as the “**Collateral Agent**”), acting as collateral agent on behalf of itself and For Susan 2, Inc., a Delaware corporation (“**For Susan**”).

WHEREAS, Grantor owns the Trademark Collateral (as defined below);

WHEREAS, Grantor issued an (i) Amended and Restated Senior Subordinated Secured Promissory Note (as amended, restated, supplemented or otherwise modified from time to time, the “**SCP Note**”) dated as of November 13, 2014, for the benefit of Collateral Agent, by assignment, and (ii) Amended and Restated Senior Subordinated Secured Promissory Note (as amended, restated, supplemented or otherwise modified from time to time, the “**ForSusan Note**”, and together with the SCP Note, the “**Second Lien Notes**”) dated as of November 13, 2014, for the benefit of For Susan;

WHEREAS, pursuant to the terms of the Second Lien Notes, Grantor has granted to Collateral Agent a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Collateral Agent a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- i. each trademark owned by the Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto under which a trademark registered with the United States Patent and Trademark Office (including a trademark that is subject to a pending application for registration), and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;
- ii. each trademark license under which exclusive rights are granted to the Grantor, including, without limitation, each trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and
- iii. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 hereto, the trademark registrations issued with

respect to the trademark applications referred in Schedule 1 hereto and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

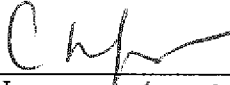
The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Collateral Agent pursuant to the Second Lien Notes. The Grantor acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Second Lien Notes, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Notes, the terms of the Second Lien Notes shall govern.

Terms defined in the Second Lien Notes and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

[Signature Page Follows]

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

NAMCO, LLC, as Grantor

By:   
Name: C. M. SLOTT  
Title: PRES / CEO 2/09/2011

Acknowledged:

SCP DISTRIBUTORS LLC,  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:


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

NAMCO, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

SCP DISTRIBUTORS LLC,  
as Collateral Agent

By:   
Name: MARK W. JOSLIN  
Title: Vice President, CFO

[Signature page to Trademark Security Agreement – Second Lien Notes]

**Schedule 1  
to Trademark  
Security Agreement**

**NAMCO, LLC**

**Trademarks**

<b>Mark</b>	<b>Owner</b>	<b>Serial or Reg. No.</b>
SANI SHOCK 2	Namco, LLC	4,670,506
WINTER TABS	Namco, LLC	86/275,558
MUSTARD ALGAE ELIMINATOR	Namco, LLC	86/275,525
BLACKALGAE ELIMINATOR	Namco, LLC	86/275,509
ARCTIC ELITE	Namco, LLC	4,659,198
RE-NU-IT	Namco, LLC	4,662,955
MINERAL MAGNET	Namco, LLC	4,664,488
JUMBO SLO-POKE	Namco, LLC	4,666,487
P.D.Q. TABS	Namco, LLC	4,666,489
SLO-TABS	Namco, LLC	4,666,490
STAIN-A-WAY	Namco, LLC	4,670,457