

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BETTER LIFE TECHNOLOGY, L.L.C.		07/10/2015	LIMITED LIABILITY COMPANY: KANSAS

RECEIVING PARTY DATA

Name:	OPUS BANK
Street Address:	131 W. Commonwealth Avenue
City:	Fullerton
State/Country:	CALIFORNIA
Postal Code:	92832
Entity Type:	(a CA commercial bank): CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86473318	G-WALL
Serial Number:	86650779	CHANNEL FLOORING
Serial Number:	86650309	UNIVERSAL COIN
Serial Number:	86293538	AQUATREAD
Serial Number:	86289073	G-FLOOR GRAPHIC
Serial Number:	86289031	G G-FLOOR
Serial Number:	86265104	PARKING PAD
Serial Number:	77469616	RACEDAY
Serial Number:	78436010	BLT ROLL-OUT GARAGE FLOORING
Serial Number:	78372555	BLT BETTER LIFE TECHNOLOGY L.L.C.
Serial Number:	78265989	G-FLOOR

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.

Email: trademark@buchalter.com

Correspondent Name: Lisa Levinson C/O BUCHALTER NEMER

Address Line 1: 1000 Wilshire Blvd., Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017-2457

TRADEMARK

ATTORNEY DOCKET NUMBER:	O5921-0066
NAME OF SUBMITTER:	/lisa levinson/
SIGNATURE:	/ll/
DATE SIGNED:	07/13/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 10th day of July, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 10, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among CPC BLT AcquisitionCo, LLC, a Delaware limited liability company ("*Purchaser*"), Better Life Technology, L.L.C., a Kansas limited liability company ("*BLT*"), Garage Flooring LLC, a Colorado limited liability company ("*Garage Flooring*"), Better Life Disc, Inc., a Kansas corporation ("*Better Life*"), and one or more additional direct or indirect Subsidiaries of CPC BLT Intermediate HoldCo, LLC, a Delaware limited liability company ("*IntermediateCo*"), hereafter acquired or formed, which become party to the Credit Agreement (Purchaser, BLT, Garage Flooring, Better Life, and such Subsidiaries are sometimes collectively referred to herein as "*Borrowers*" and each individually as a "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (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 Bank this Trademark Security Agreement;

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, each Grantor hereby agrees 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 Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement 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) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark,

or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

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 Grantors, or any of them, to Bank, 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 Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

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

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

BETTER LIFE TECHNOLOGY, L.L.C.,
a Kansas limited liability company

By: 
Name: Brett A. Sneed
Title: President

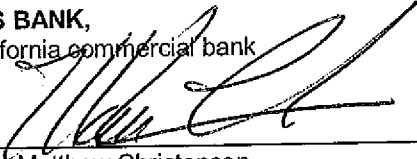
Trademark Security Agreement
(Better Life Technology, L.L.C.)

TRADEMARK
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ACCEPTED AND ACKNOWLEDGED BY:

BANK:

OPUS BANK,
a California commercial bank

By: 
Name: Matthew Christensen
Title: Senior Managing Director

2/4/15

Trademark Security Agreement
(Better Life Technology, L.L.C.)

TRADEMARK
REEL: 005578 FRAME: 0543

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
G-WALL	USPTO	86473318 06-DEC-2014		BETTER LIFE TECHNOLOGY, LLC	Published (Pending) Intent to Use
CHANNEL FLOORING	USPTO	86650779 03-JUN-2015		BETTER LIFE TECHNOLOGY, LLC	Published (Pending)
UNIVERSAL COIN	USPTO	86650309 03-JUN-2015		BETTER LIFE TECHNOLOGY, LLC	Published (Pending)
AQUATREAD	USPTO	86293538 28-MAY-2014		BETTER LIFE TECHNOLOGY, LLC	Published (Pending)
G-FLOOR GRAPHIC	USPTO	86289073 22-MAY-2014	4663614 30-DEC-2014	BETTER LIFE TECHNOLOGY, LLC	Registered
G G-FLOOR	USPTO	86289031 22-MAY-2014	4758679 23-JUN-2015	BETTER LIFE TECHNOLOGY, LLC	Registered
PARKING PAD	USPTO	86265104 29-APR-2014	4662677 30-DEC-2014	BETTER LIFE TECHNOLOGY, LLC	Registered
RACEDAY	USPTO	77469616 08-MAY-2008	3820097 20-JUL-2010	BETTER LIFE TECHNOLOGY LLC	Registered
BLT ROLL-OUT GARAGE FLOORING	USPTO	78436010 16-JUN-2004	3163558 24-OCT-2006	BETTER LIFE TECHNOLOGY, LLC	Registered
BLT BETTER LIFE TECHNOLOGY L.L.C.	USPTO	78372555 23-FEB-2004	3040156 10-JAN-2006	BETTER LIFE TECHNOLOGY LLC	Registered
G-FLOOR	USPTO	78265989 23-JUN-2003	2981880 02-AUG-2005	BETTER LIFE TECHNOLOGY, LLC	Renewed (Registered)
G-WALL	Canada	1723861 15-APR-2015		BETTER LIFE TECHNOLOGY, LLC	Searched (Pending)
AQUATREAD	Canada	1699593 24-OCT-2014		BETTER LIFE TECHNOLOGY, LLC	Searched (Pending)
PARKING PAD	Canada	1699596 24-OCT-2014		BETTER LIFE TECHNOLOGY, LLC	Searched (Pending)
G G-FLOOR & Shield Design	Canada	1699592 24-OCT-2014		BETTER LIFE TECHNOLOGY, LLC	Searched (Pending)
RACEDAY	Canada	1673001 16-APR-2014		BETTER LIFE TECHNOLOGY, L.L.C.	Allowed (Pending)
RACEDAY	Canada	1411418 19-SEP-2008	TMA797444 13-MAY-2011	BETTER LIFE TECHNOLOGY, L.L.C.	Registered
RACEDAY	Mexico	963389	1091573	BETTER LIFE TECHNOLOGY, L.L.C.	REGISTERED

Schedule to Trademark Security Agreement

BN 18623498v2

TRADEMARK
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		25-SEP-2008	24-MAR-2009		
RACEDAY	Mexico	963388 25-SEP-2008	1093133 03-APR-2009	BETTER LIFE TECHNOLOGY, L.L.C.	REGISTERED
RACEDAY	United Kingdom	3052466 23-APR-2014	3052466 01-AUG-2014	BETTER LIFE TECHNOLOGY, L.L.C.	REGISTERED
RACEDAY	United Kingdom	2498233 22-SEP-2008	2498233 09-JAN-2009	BETTER LIFE TECHNOLOGY, L.L.C.	REGISTERED
KEEPTRAK	United Kingdom	2109561 06-SEP-1996	2109561 21-MAR-1997	BETTER LIFE TECHNOLOGY, L.L.C.	REGISTERED

Trade Names

Grantor	Trade Names Used
Better Life Technology, L.L.C.	Better Life Technology; BLT

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None