

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LENOX ACQUISITION, LLC		01/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
GRAMERCY ACQUISITION, LLC		01/16/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY SBIC, LP, as Administrative Agent		
Street Address:	375 Park Avenue		
Internal Address:	Suite 3304		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3067539		
Registration Number:	3101719	PREMIER	
Registration Number:	3531055	GUARDIAN	
Registration Number:	1995347	PREMIER COURT	
Registration Number:	3367951	PREMIER COURT	
Registration Number:	3791640	SPORTCLAY	
Registration Number:	3861307	GRAND PRIX	
Registration Number:	3425403		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		

CH \$215.00 3067539

Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 51494/016

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 07/16/2015

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

January 16, 2015

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is between LENOX ACQUISITION, LLC, a Delaware limited liability company ("Lenox"), GRAMERCY ACQUISITION, LLC, a Delaware limited liability company ("Gramercy", and together with Lenox, "Grantors", and each individually, a "Grantor") and MEDLEY SBIC, LP (the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Second Lien Credit Agreement dated as of November 27, 2013 (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among California Products Corporation, a Massachusetts corporation (the "Borrower"), CPC Holdco, Inc., a Delaware corporation (the "Parent"), the Lenders party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, Grantor and the Administrative Agent have entered into that certain Joinder Agreement, dated as of the date hereof, to that certain Security Agreement, dated as of November 27, 2013 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest to all General Intangibles (as defined below) of Grantor to secure the payment of the Obligations (as defined in the Credit Agreement);

WHEREAS, to secure the due and punctual payment and performance of the Obligations (as defined in the Credit Agreement), Grantor wishes to grant to the Administrative Agent, on behalf of the Secured Parties (as defined below), a security interest in the Intellectual Property Collateral (as defined below);

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

SECTION 1. DEFINITIONS.

(a) The following terms shall have the following meanings as used in this Agreement:

"Administrative Agent" has the meaning assigned to such term in the preamble.

"Agreement" means this Intellectual Property Security Agreement, together with all schedules hereto, as the same may be amended, amended and restated, supplemented, replaced or otherwise modified from time to time.

"Borrower" has the meaning assigned to such term in the preamble.

“Code” shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, any Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“Copyright License” means any Contract providing for the grant of any right in, to or under any Copyright, including any of the foregoing listed on Schedule 1 hereto.

“Copyrights” means (a) copyrights arising under the laws of the United States or anywhere in the world, whether registered or unregistered and whether published or unpublished (including those set forth on Schedule 1 hereto), all registrations and recordings thereof, and all applications in connection therewith and rights corresponding thereto throughout the world, including all registrations, recordings and applications in the United States Copyright Office, (b) Copyright Licenses, and (c) all other rights of any kind whatsoever accruing thereunder or pertaining thereto including rights to receivables, income and royalties from the exploitation thereof and rights to sue and recover damages or other compensation for past, present, or future infringements or misappropriation thereof.

“Credit Agreement” has the meaning assigned to such term in the preamble.

“General Intangibles” means all “general intangibles” as such term is defined in Article 9 of the Code.

“Intellectual Property” means the (a) Trademarks; (b) Patents; (c) Trade Secrets; (d) Copyrights; (e) domain names; and (f) any similar or equivalent rights to any of the foregoing anywhere in the world.

“Intellectual Property Collateral” shall have the meaning given such term in Section 2 hereof.

“Intellectual Property Licenses” means the Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses.

“Parent” has the meaning assigned to such term in the preamble.

“Patent License” means all Contracts providing for the grant of any right to, directly or indirectly, manufacture, use, import, export, distribute or sell any invention covered in whole or in part by a Patent, including any of the foregoing set forth on Schedule 2 hereto.

“Patents” means (a) patents, patent applications therefore and all reissues, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof,

and all patents, applications, documents and filings claiming priority to or serving as a basis for priority thereof and all amendments and supplements thereto and improvements thereon (including those set forth on Schedule 2 hereto), (b) all Patent Licenses, (c) all inventions (whether or not patentable), invention disclosures, improvements, proprietary information, know how, computer software programs (in both source code and object code form) and technology, and (d) including in the case of each of (a), (b) and (c), all rights corresponding thereto in the United States and anywhere in the world, including the right to make, use, lease, license, sell and otherwise transfer the technology or inventions disclosed therein, all income and proceeds thereof and all license royalties and proceeds of infringement suits for past, present, and future infringements or misappropriation thereof.

“Proceeds” means all “proceeds” as such term is defined in Article 9 of the Code of Collateral and, in any event, shall include all dividends or other income from the Investment Property and Intellectual Property constituting Collateral, collections thereon or distributions or payments with respect thereto.

“Secured Obligations” shall mean, “Obligations” under and as defined in the Credit Agreement as in effect from time to time.

“Secured Party” shall mean any holder from time to time of any Secured Obligation and shall include the Administrative Agent and the Lenders.

“Security Agreement” has the meaning assigned to such term in the recitals.

“Trademark License” means any Contract providing for the grant of any right in, to or under any Trademark, including the foregoing set forth on Schedule 3 hereto.

“Trademarks” means (a) Trademark Licenses; and (b) trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade dress, service marks, certification marks, collective marks, logos, all indicators of the source of goods or services, designs and general intangibles of a like nature (including those set forth on Schedule 3 hereto), all registrations and applications for any of the foregoing in the United States or anywhere in the world, but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, all extensions or renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement, misappropriation, or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, which are owned or licensed by a Credit Party.

(b) All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Credit Agreement or the Security Agreement, or, if not defined therein, in the Code.

(c) References in this Agreement to “Articles”, “Sections”, “Schedules” or “Exhibits” shall be to Articles, Sections, Schedules or Exhibits of or to this Agreement unless otherwise specifically provided. Any of the terms defined in this Section 1 may, unless the context otherwise requires, be used in the singular or plural depending on the reference. The terms “include”, “includes” and “including” as used herein shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by such words or words of like import. The terms “writing”, “written” and comparable terms as used herein refer to printing, typing and other means of reproducing words in a visible form. References “from” or “through” any date herein mean, unless otherwise specified, “from and including” or “through and including”, respectively. References to any statute and related regulation herein shall include any amendments of the same and any successor statutes and regulations. Unless otherwise expressly provided herein, references herein to any agreement or contract herein are to such agreement or contract and any and all amendments, supplements, extensions, restatements, replacements, refinancings or other modifications thereof. References to any Person herein shall be deemed to include the successors and permitted assigns of such Person. The words “hereof”, “herein”, “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any of the terms defined herein may be used in either the singular or the plural. The terms “payment in full”, “paid in full” and any other similar terms or phrases when used herein with respect to the Obligations or the Secured Obligations means the unconditional, final and irrevocable payment in full, in immediately available funds, of all of the Obligations or the Secured Obligations, as the case may be, in each case, unless otherwise specified, other than indemnification and other contingent obligations not then due and payable.

SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY.

(a) Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a first priority Lien and security interest in all of the following property of Grantor now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Intellectual Property Collateral”), as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) and observance of all Secured Obligations.

(i) all Intellectual Property and Intellectual Property Licenses;

(ii) all books, records, ledger cards, files, correspondence and similar items that at any time pertain to or evidence or contain information relating to any of the foregoing or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(iii) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing;

provided that no security interest shall be granted in any United States intent-to-use trademark or service mark application to the extent that, and solely during the period

in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under Applicable Law.

SECTION 3. REPRESENTATIONS AND WARRANTIES, COVENANTS.

(a) All registered Copyrights (excluding licensing of commercially available software programs) of Grantor are set forth in Schedule 1 hereto. Grantor (i) will, subject to Section 3(j) below, maintain each Copyright owned by Grantor and (ii) will not knowingly (and will not knowingly permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Copyright material to the normal conduct of Grantor's business would be reasonably likely to become invalidated or otherwise impaired. Grantor shall not knowingly (either itself or through licensees) do any act which would be reasonably likely to cause any Copyright material to the normal conduct of Grantor's business owned by Grantor to fall into the public domain.

(b) All Patents of Grantor are set forth in Schedule 2 hereto. Grantor shall not do any act, or omit to do any act, whereby any Patent material to the normal conduct of Grantor's business owned by Grantor would be reasonably likely to become forfeited, abandoned or dedicated to the public.

(c) All Trademarks of Grantor are set forth in Schedule 3 hereto. Grantor shall (i) continue to use each Trademark material to the normal conduct of Grantor's business in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain, consistent with reasonable business judgment, the quality of products and services offered under each Trademark owned by Grantor and take all commercially reasonable steps to ensure that all licensed or sub-licensed users of any Trademark maintain quality standards as established by Grantor, (iii) use reasonable efforts to use each Trademark owned by Grantor with the appropriate notice of registration and all other notices and legends required by Applicable Law, and (iv) not knowingly (and not knowingly permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark material to the normal conduct of Grantor's business would be reasonably likely to become invalidated or impaired in any material way.

(d) To the knowledge of Grantor, the conduct of Grantor does not infringe or otherwise violate the rights of any third party in any respect and there is no litigation, opposition, cancellation, proceeding, objection or claim pending, or, to the knowledge of Grantor, asserted or threatened against Grantor concerning the ownership, validity, registerability, enforceability, infringement or use of, or licensed right to use, any Intellectual Property Collateral.

(e) Grantor agrees that it shall not do any act that uses any Intellectual Property to infringe, misappropriate or violate the intellectual property rights of any other Person if such act is either (i) done knowingly in violation of such other person's rights or (ii) otherwise could reasonably be expected to have a Material Adverse Effect.

(f) Grantor shall use, and use commercially reasonable efforts to cause its licensees to use, proper statutory notice in connection with the use of the Intellectual Property owned by Grantor.

(g) Grantor shall notify the Administrative Agent if it knows that any application or registration included in the Intellectual Property owned or licensed by Grantor material to the normal conduct of Grantor's business has become or is reasonably likely to become, forfeited, abandoned or dedicated to the public, or of any materially adverse determination of any Governmental Authority regarding Grantor's ownership of or right to use, or the validity of, any such Intellectual Property or Grantor's right to register the same, to own and maintain the same or use the same.

(h) Promptly upon Grantor's acquisition or creation of any copyrightable work, patentable invention, trademark or other similar intellectual property, Grantor shall apply for registration thereof with the United States Copyright Office, the United States Patent and Trademark Office and any other appropriate office. Promptly after each fiscal quarter, Grantor shall report to the Administrative Agent if during such fiscal quarter, Grantor, either by itself or through any agent, employee, licensee or designee, shall have filed an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon request of the Administrative Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as the Administrative Agent may reasonably request, including the provision of updated versions of Schedules 1, 2, and 3, to effect, evidence, perfect or otherwise put on public record the Secured Parties' security interest in any Intellectual Property Collateral and in the case of a Trademark, the goodwill and general intangibles of Grantor relating thereto or represented thereby.

(i) Grantor, in its reasonable business judgment, shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of Intellectual Property owned by Grantor, in each case, material to the normal conduct of Grantor's business, including the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office and the United States Copyright Office, the filing of applications for renewal or extension, the filing of affidavits of use and affidavits of incontestability, the filing of divisional, continuation, continuation-in-part, reissue, and renewal applications or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(j) Grantor shall not, without the prior written consent of the Administrative Agent, discontinue use of or otherwise abandon any of its Intellectual Property Collateral, unless Grantor shall have determined that such use or the pursuit or maintenance of such Intellectual Property Collateral is no longer desirable in the conduct of Grantor's business and that the loss thereof could not reasonably be expected to have a Material Adverse Effect and, in any such case, Grantor shall give prompt written notice of any such abandonment to the Administrative Agent in accordance herewith.

(k) In the event that Grantor becomes aware that any Intellectual Property Collateral has been infringed, misappropriated or diluted in any material respect by another

party, Grantor shall take such actions and cause its Affiliates to take such actions, as Grantor shall reasonably deem appropriate under the circumstances to protect, maintain, enforce and preserve the full value of such Intellectual Property Collateral.

(1) Grantor agrees to execute such additional documents, with respect to its Intellectual Property Collateral in order to perfect, protect or record with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority the security interest granted herein to the Administrative Agent for the benefit of the Secured Parties as the Administrative Agent may reasonably request.

SECTION 4. SECURITY AGREEMENT.

Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the Liens and security interests in the Intellectual Property 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 are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

SECTION 5. MISCELLANEOUS.

(a) Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

(b) Submission to Jurisdiction; Waiver of Jury Trial. The terms of Sections 9.23 and 9.24 of the Credit Agreement are incorporated herein by reference, *mutatis mutandis*, with each reference to the “Borrower”, a “party to this Agreement” or a “party thereto” therein being a reference to Grantor, and the parties hereto agree to such terms.

(c) Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Administrative Agent pursuant to this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands by and through their duly authorized representatives as of the day and year first written above.

GRANTORS:

LENOX ACQUISITION, LLC

By: 

Name: Steven McMenamin

Title: Treasurer

GRAMERCY ACQUISITION, LLC

By: 


Name: Steven McMenamin

Title: Treasurer

ADMINISTRATIVE AGENT:

MEDLEY SBIC, LP

By: Medley SBIC GP, LLC, its general partner

By: 
Name: Marilyn Adler
Title: Managing Director

Schedule 1
to
Intellectual Property Security Agreement

COPYRIGHTS

N/A

COPYRIGHT LICENSES

N/A

Schedule 2
to
Intellectual Property Security Agreement

PATENTS

OWNER	COUNTRY OF REGISTRATION	PATENT	PATENT NO.	REGISTRATION DATE
Lenox Acquisition, LLC	USA	Method for repairing a crack in a recreational court or surface	7,168,887	6/28/2007
Lenox Acquisition, LLC	USA	Method for repairing a crack in a recreational court or surface	7,396,185	7/8/2008

PATENT LICENSES

N/A

Schedule 3
to
Intellectual Property Security Agreement

TRADEMARKS

Trademark	Owner	Filing Date	Ser./App. No.	Registration Date	Registration No.	Status/Status Date
DESIGN ONLY	Lenox Acquisition, LLC	July 21, 2004	SN: 78454272	March 14, 2006	RN: 3067539	Registered: March 14, 2006
PREMIER	Lenox Acquisition, LLC	April 2, 2004	SN: 78395579	June 6, 2006	RN: 3101719	Registered: June 6, 2006
GUARDIAN	Lenox Acquisition, LLC	March 22, 2006	SN: 78843528	November 11, 2008	RN: 3531055	Registered: November 11, 2008
PREMIER COURT	Lenox Acquisition, LLC	August 10, 1995	SN: 74713826	August 20, 1996	RN: 1995347	Renewed: June 23, 2006
PREMIER COURT	Lenox Acquisition, LLC	February 27, 2007	SN: 77116978	January 15, 2008	RN: 3367951	Registered: January 15, 2008
SPORTCLAY	Lenox Acquisition, LLC	March 18, 2008	SN: 77424851	May 18, 2010	RN: 3791640	Registered: May 18, 2008
GRAND PRIX	Lenox Acquisition, LLC	March 18, 2008	SN: 77424812	October 12, 2010	RN: 3861307	Registered: October 12, 2008
DESIGN ONLY	Gramercy Acquisition, LLC	February 27, 2007	SN: 77116998	May 13, 2008	RN: 3425403	Registered: May 13, 2008

TRADEMARK LICENSES

- The Latexite International, Inc. License Agreement, dated March 21, 2011, by and between Gramercy Acquisition, LLC (as successor to Latexite International, Inc.) and Osburn Coatings, Inc.
- The Premier Concepts, Inc. Preferred Representative Agreement, dated February 8, 2013, by and between Lenox Acquisition, LLC (as successor to Premier Concepts, Inc.) and Terrasement Jopat, Inc.
- The Letter Agreement, dated May 3, 2012, from Lenox Acquisition, LLC (as successor to Premier Concepts, Inc.) to AllSport America, Inc.
- The Letter Agreement, dated March 11, 2010, from Gramercy Acquisition, LLC (as successor to Latexite International, Inc.) to Esquire Construction Co. Ltd.
- The Official Surface & Sponsorship Agreement, dated December 29, 2012, by and between Gramercy Acquisition, LLC (as successor to Latexite International, Inc.) and Golden Set LLC.
- The Letter Agreement, dated January 7, 2013, from Gramercy Acquisition, LLC (as successor to Latexite International, Inc.) to Raymond Sport LLC.
- The Letter Agreement, dated May 3, 2012, from Gramercy Acquisition, LLC (as successor to Latexite International, Inc.) to AllSport America, Inc.
- The Letter Agreement, dated May 3, 2012, from Lenox Acquisition, LLC (as successor to Guardian Crack Repair Products, LLC) to AllSport America, Inc.
- The Guardian Crack Repair Products, LLC Confidential Exclusive Distributor Agreement, dated September 30, 2009, by and between Lenox Acquisition, LLC (as successor to Guardian Crack Repair Products, LLC) and AllSport America, Inc.
- The Guardian Crack Repair Products, LLC Confidential Exclusive Distributor Agreement, dated June 15, 2009, by and between Lenox Acquisition, LLC (as successor to Guardian Crack Repair Products, LLC) and Monnier Sports Enterprise Team, Inc.

TRADEMARK

REEL: 005578 FRAME: 0664

RECORDED: 07/16/2015