TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EcoTech Marine LLC		11/12/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	M&T Bank
Street Address:	One M&T Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	Banking corporation: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	85966246	MP40
Serial Number:	85969402	MP
Serial Number:	85652270	GROWLINK
Serial Number:	86344631	ECOTECH FW
Serial Number:	86731564	L1
Serial Number:	86731589	M1
Registration Number:	2701899	ECOTECH MARINE
Registration Number:	3588163	
Registration Number:	3435840	VORTECH
Registration Number:	3781872	ECOSMART
Registration Number:	4214678	ECOTECH ELEMENTS
Registration Number:	4195458	RADION
Registration Number:	4489100	REEFLINK
Registration Number:	4423186	ECOTECH
Registration Number:	4601775	ECOTECH
Registration Number:	4624301	I FRAGGING LOVE CORALS!
Registration Number:	4757686	QUIETDRIVE

CH $440.00 85966246

CORRESPONDENCE DATA

Fax Number: 7172914660

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: 717-299-5201

Email: ipdocket@barley.com

Correspondent Name: Scott F. Landis

Address Line 1: 126 East King Street

Address Line 4: Lancaster, PENNSYLVANIA 17602

ATTORNEY DOCKET NUMBER:	119999-25647
NAME OF SUBMITTER:	Scott F. Landis
SIGNATURE:	/scott f. landis/
DATE SIGNED:	11/16/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, as amended, modified, restated, supplemented or otherwise modified from time to time (this "**Trademark Security Agreement**"), is entered into as of November 12, 2015, but effective November 12, 2015, by EcoTech Marine LLC, a Delaware limited liability company, ("**Grantor**"), in favor of M&T Bank, a New York banking corporation, with its banking office at One M&T Plaza, Buffalo, NY 14203 Attention: Office of the General Counsel (the "**Bank**").

RECITALS:

A. Pursuant to that certain Business Loan and Security Agreement dated on or about the date hereof among EcoTech, Inc., a Pennsylvania corporation, EcoTech Marine LLC, a Delaware limited liability company, C2 Development, Inc., an Iowa corporation, C4, Inc., an Iowa corporation, and Sprout, LLC, an Iowa limited liability company, (collectively, the "**Borrowers**"), and the Bank (as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), the Bank loaned to the Borrowers certain secured loan facilities.

B. Grantor has executed and delivered to the Bank, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to the Bank, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby pledges and grants to the Bank, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

   a. All of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations and recordings related to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or

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jurisdiction, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such Schedule may be amended or supplemented from time to time (collectively, "**Trademarks**");

b. All extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Trademarks;

c. All goodwill of the business connected with the use of, and symbolized by, each of the items described in subparagraphs a. and b.; and

d. All Proceeds (as such term is defined in the Code) of the foregoing.

Notwithstanding anything to the contrary contained herein, the definition of "**Trademark Collateral**" shall exclude any intent-to-use trademark and trademark application to the extent and for so long as creation by Grantor of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law or otherwise result in the loss by such Grantor of any material rights therein.

3. **SECURITY FOR OBLIGATIONS**. This Trademark Security Agreement and the lien and security interest created hereby secures the payment and performance of all of the Obligations, whether now or existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to the Bank, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding any Grantor.

4. **SECURITY AGREEMENT**. The security interest granted pursuant to this Trademark Security Agreement are granted in conjunction with the lien and security interests granted to the Bank, on behalf of itself, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the lien and 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If Grantor obtains rights to any new Trademarks or other Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Bank with respect to any such new Trademark, any renewal or extension of a Trademark registration upon delivery of the next Compliance Certificate relating to such period in which such new Trademark rights were obtained. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Bank unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new Trademark; provided, that the Bank will provide Grantor with prior

written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any affect, invalidate or detract from the Bank's continuing security interest in all Trademark Collateral, whether or not listed on the schedule hereto.

6. **TERMINATION**. Upon the indefeasible payment in full of the Obligations and termination of the Loan Documents in accordance with the terms thereof, and at the request of Grantor, the Bank shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and other Trademark Collateral under this Trademark Security Agreement.

7. **NOTICES**. All notices and other communications provided for herein shall be (i) in writing, (ii) delivered and deemed received in accordance with the procedures set forth in Section 11.7 of the Loan Agreement and (iii) addressed to the parties at the address, facsimile number or email address provided therein. Any part hereto may change its address, facsimile number or email address for notices and other communications hereunder by notice to all of the other parties hereto in accordance with the foregoing.

8. **LOAN DOCUMENT**. This Trademark Security Agreement is a Loan Document.

9. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

10. **GOVERNING LAW**. THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT, INCLUDING ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

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

EcoTech Marine LLC, a Delaware limited liability company

By: _____
Name: Patrick L. Clasen
Title: Manager/Treasurer

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ACCEPTED AND ACKNOWLEDGED BY:

M&T BANK

By: _____
Name: ~~John A. Kintzer~~ KAY E. KARCH
Title: Vice President

[Bank Acceptance Page to Trademark Security Agreement]

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SCHEDULE 1
TO
ECOTECH MARINE LLC TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Registration Number	Date of Registration
EcoTech Marine	2701899	April 1, 2003
(Design)	3588163	March 10, 2009
Vortech	3435840	May 27, 2008
EcoSmart	3781872	April 27, 2010
EcoTech Elements	4214678	September 25, 2012
Radion	4195458	August 21, 2012
ReefLink	4489100	February 25, 2014
EcoTech	4423186	October 22, 2013
EcoTech	4601775	September 9, 2014
I Fraggin Love Corals	4624301	October 21, 2014
QuietDrive	4757686	June 16, 2015

TRADEMARK APPLICATIONS

Mark	Application Number	Application Date
MP40	85966246	June 21, 2013
MP	85969402	June 25, 2013
Growlink	85652270	June 14, 2012
EcoTech FW	86344631	July 22, 2014
L1	86731564	August 20, 2015
M1	86731589	August 20, 2015