## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM381422

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
RESUBMIT DOCUMENT ID:	900359458	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Controlled Products, LLC		03/31/2016	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, for itself and as administrative agent for the Lenders
Street Address:	800 Nicollet Mall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Serial Number:	86784825	GAMECHANGER
Serial Number:	86784848	FAST GRASS
Serial Number:	86784877	FIELDER'S CHOICE
Serial Number:	86784968	SILVERBACK
Serial Number:	86784988	SILVERBACK
Serial Number:	86202548	EXPERT TURF SOLUTIONS
Serial Number:	86199942	S SPORTURF
Serial Number:	86199958	S SPORTURF
Serial Number:	86156703	TRANSFORMING TURF TECHNOLOGY
Serial Number:	77907595	SPORTURF
Serial Number:	77642431	SYNTHETIC TURF INTERNATIONAL
Serial Number:	77401218	SOFTLAWN
Serial Number:	78954060	EXPERIENCE A GREENER WORLD
Serial Number:	78952272	EZ TEE
Serial Number:	76386628	GRASS TEX

### **CORRESPONDENCE DATA**

TRADEMARK
REEL: 005772 FRAME: 0271

900361692

**Fax Number:** 6123408827

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:** 612-492-6819

**Email:** ip.docket@dorsey.com

Correspondent Name: Evan P. Everist - Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	M259346 059235-10694	
NAME OF SUBMITTER:	Evan P. Everist	
SIGNATURE:	/Evan P. Everist/	
DATE SIGNED:	04/21/2016	

#### **Total Attachments: 4**

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#### Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of March 31, 2016, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Controlled Products Acquisition Corporation, a Delaware corporation ("<u>CP</u> <u>Acquisition</u>"), and Controlled Products, LLC, a Delaware limited liability company ("<u>CP</u>," and together with CP Acquisition, each, a "<u>Borrower</u>," and collectively, the "<u>Borrowers</u>"), the Lenders, Fifth Third Bank, and the Secured Party are parties to that certain Credit Agreement dated as of March [\_], 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>") pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u>, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

#### 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

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- (b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in <u>Exhibit A</u> now owned or from time to time after the date hereof owned or acquired by the Grantor;
- (c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

CONTROLLED PRODUCTS, LLC/

Name: Paul M. Caliento

Title: Vice President and Treasurer

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# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

## **Exhibit A - SCHEDULE OF TRADEMARKS**

### **United States Trademarks:**

Mark	Reg. No./ App. No.	Reg. Date/ App. Date
GAMECHANGER	86784825	12-OCT-2015
FAST GRASS	86784848	12-OCT-2015
FIELDER'S CHOICE	86784877	12-OCT-2015
SILVERBACK	86784968	12-OCT-2015
SILVERBACK	86784988	12-OCT-2015
<u>SILVERBACK</u>		
EXPERT TURF SOLUTIONS	86202548	24-FEB-2014
S SPORTURF	86199942	21-FEB-2014
SPORTURE		
S SPORTURF	86199958	21-FEB-2014
<b>SPORTURF</b>		
TRANSFORMING TURF TECHNOLOGY	86156703	03-JAN-2014
SPORTURF	77907595	08-JAN-2010
SOLUM		
SYNTHETIC TURF INTERNATIONAL	77642431	01-JAN-2009
SOFTLAWN	77401218	20-FEB-2008
EXPERIENCE A GREENER WORLD	78954060	17-AUG-2006
EZ TEE	78952272	15-AUG-2006
GRASS TEX	76386628	22-MAR-2002

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**RECORDED: 04/01/2016** 

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