

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Water-Jel Technologies, L.L.C.		08/11/2016	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association		
Street Address:	Two Stamford Plaza, 4th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1947314	BURN FREE	
Registration Number:	2808523	BURN FREE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-238-3214		
Email:	selwin@nationalcorp.com		
Correspondent Name:	Sharon Elwin		
Address Line 1:	120 Broadway, 32nd Floor		
Address Line 2:	Emmet Marvin & Martin, LLP		
Address Line 4:	New York, NEW YORK 10271		
ATTORNEY DOCKET NUMBER:	F164841		
NAME OF SUBMITTER:	Sharon Elwin		
SIGNATURE:	/Sharon Elwin/		
DATE SIGNED:	08/12/2016		
Total Attachments: 3			
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OP \$65.00 1947314

GRANT OF SECURITY INTEREST (TRADEMARKS)

August 11, 2016

The undersigned, **WATER-JEL TECHNOLOGIES, L.L.C.** (the "**Grantor**"), and **WEBSTER BANK, NATIONAL ASSOCIATION** (the "**Lender**") are parties to a Security Agreement, dated as of June 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Obligations, the Grantor collaterally assigned, mortgaged, pledged, hypothecated and transferred to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral (other than Excluded Assets), including, without limitation, certain of its intellectual property

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Obligations, hereby collaterally assigns, mortgages, pledges, hypothecates and transfers to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "**Trademark Collateral**"):

- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "**Trademarks**");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

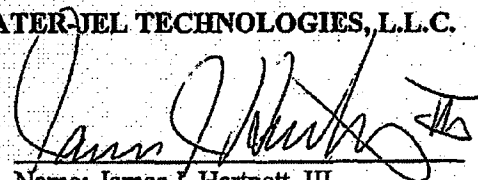
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: Two Stamford Plaza, 4th Floor, Stamford, Connecticut 06901.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the date first above written.

WATERJEL TECHNOLOGIES, L.L.C.

By:



Name: James J. Hartnett, III

Title: Manager

TRADEMARK

REEL: 005854 FRAME: 0613

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of August 11, 2016

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BURN FREE	1947314	January 9, 1996
BURN FREE (W/ DESIGN)	2808523	January 27, 2004

