

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Water-Jel Technologies, L.L.C.		08/11/2016	Limited Liability Company: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brookside Mezzanine Fund III, L.P.		
<b>Street Address:</b>	201 Tresser Boulevard, Suite 330		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1947314	BURN FREE	
<b>Registration Number:</b>	2808523	BURN FREE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602758299		
<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>			
<b>Phone:</b>	8602758285		
<b>Email:</b>	jscheib@rc.com		
<b>Correspondent Name:</b>	Jacqueline P. Scheib		
<b>Address Line 1:</b>	280 Trumbull Street		
<b>Address Line 2:</b>	Robinson & Cole LLP		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103		
<b>NAME OF SUBMITTER:</b>	Jacqueline P. Scheib		
<b>SIGNATURE:</b>	/Jacqueline P. Scheib/		
<b>DATE SIGNED:</b>	04/12/2017		
<b>Total Attachments: 4</b>			
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## **GRANT OF SECURITY INTEREST (TRADEMARKS)**

August 11, 2016

The undersigned, **WATER-JEL TECHNOLOGIES, L.L.C.** (the “*Grantor*”), and **BROOKSIDE MEZZANINE FUND III, L.P.** (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: 201 Tresser Boulevard, Suite 330, Stamford, CT 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.

**WATER-JEL TECHNOLOGIES, L.L.C.**

By:   
Name: James J. Hartnett, III  
Title: Manager

Agreed and Accepted.

**BROOKSIDE MEZZANINE FUND III, L.P.,**  
a Delaware limited partnership

By: **BROOKSIDE MEZZANINE PARTNERS III, LLC,**  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name:  
Its:

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.

**WATER-JEL TECHNOLOGIES, L.L.C.**

By: \_\_\_\_\_  
Name: James J. Hartnett, III  
Title: Manager

Agreed and Accepted.

**BROOKSIDE MEZZANINE FUND III, L.P.,**  
a Delaware limited partnership

By: **BROOKSIDE MEZZANINE PARTNERS III, L.L.C.,**  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: *Corey Selar*  
Its: *Managing Partner*

**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

