

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DiversiTech Corporation		06/01/2017	Corporation: GEORGIA
Morris Products, Inc.		06/01/2017	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Second Lien Collateral Agent and Assignee
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	3440764	
Registration Number:	3995534	
Registration Number:	1151700	CLADLITE
Registration Number:	1317583	DEVCO
Registration Number:	1382992	DEVCO
Registration Number:	3461572	DIVERSITECH
Registration Number:	4890562	DIVERSITITE
Registration Number:	2508421	DURAGRID
Registration Number:	3740916	ECOPAD
Registration Number:	2059937	E LITE
Registration Number:	4251544	EVO-LITE
Registration Number:	4290165	EVO-SLAB
Registration Number:	4716572	FLOW PLUS
Registration Number:	4353749	GENPAD
Registration Number:	4743722	GORILLA TUBE
Registration Number:	5113676	HEF-T-PAD
Registration Number:	3974881	HOCKEY PUCK

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Property Type	Number	Word Mark
Registration Number:	3310584	M MORRIS
Registration Number:	4251545	MOD-PAD
Registration Number:	3552519	POLYSLAB
Registration Number:	3916703	PRO-FLUSH
Registration Number:	4716571	PRO-TITE
Registration Number:	2784436	PRO-TREAT
Registration Number:	4595725	REHVAC
Registration Number:	4432936	SIMPLEAIR
Registration Number:	4488840	SIMPLEAIR
Registration Number:	5153469	SPEEDICHANNEL
Registration Number:	3076219	THE ORIGINAL GRILL PAD
Registration Number:	4830265	TRIPLE-D
Registration Number:	3272247	ULTRALITE
Registration Number:	4653501	ULTRA PAD
Registration Number:	5044223	W
Registration Number:	3078996	WAGNER
Registration Number:	3111429	WAGNER
Registration Number:	3223020	WET SWITCH
Registration Number:	3274792	WHAT'S UNDER YOUR GRILL?
Registration Number:	5026195	DRAINDAWG
Registration Number:	3318144	DIVERSITECH
Registration Number:	3394993	DIVERSITECH
Registration Number:	3020658	MR. 7-HANDS
Serial Number:	87141275	SIMPLIFY YOUR WORK
Serial Number:	87379562	MIGHTY GRIPS

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue, 4th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 78436.00232 (Second Lien)

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 06/01/2017

Total Attachments: 10

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2017 (the "Second Lien Trademark Security Agreement"), made by each of the signatories hereto (the "Grantors"), is in favor of Royal Bank of Canada, as collateral agent for the Secured Parties (in such capacity, the "Second Lien Collateral Agent") for the Lenders, as defined in the Second Lien Credit Agreement (in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Grantors, specified affiliates of Grantors and Assignee are party to that certain Second Lien Pledge and Security Agreement dated as of June 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement") pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Credit Agreement, to induce Lenders to make their extensions of credit to the Initial Borrower and the Borrower thereunder, each Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Credit Agreement. For purposes of this Second Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Trademark Collateral" include any Excluded Property.

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Assignee pursuant to the Second Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Second Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the Second Lien Credit Agreement) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Second Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents and take such further actions that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

SECTION 5. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Second Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Second Lien Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Second Lien Trademark Security Agreement.

SECTION 7. Relation to First Lien Loan Documents. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Second Lien Collateral Agent

pursuant to this Agreement shall be a second priority (subject to the Liens granted pursuant to the First Lien Loan Documents) Lien on and security interest in the Trademark Collateral and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement.


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IN WITNESS WHEREOF, the parties have duly executed this SECOND LIEN TRADEMARK SECURITY AGREEMENT as of the day and year first above written.

DIVERSITECH CORPORATION, as Grantor

By: 
Name: James Prescott
Title: CEO and President

MORRIS PRODUCTS, INC., as Grantor

By: 
Name: James Prescott
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006074 FRAME: 0252

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Second Lien Collateral Agent and Assignee

By: 
Name: Ann Hurley
Title: Manager Agency

[Signature Page to Second Lien Trademark Security Agreement]


TRADEMARK
REEL: 006074 FRAME: 0253

TRADEMARKS

Trademark Registrations and Applications

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
Design Only (Chevron)	78/944060	Aug-03-2006	3440764	Jun-03-2008	United States of America	Diversitech Corporation (GA Corp.)
Design Only [trade dress]	77/525657	Jul-18-2008	3995534	Jul-19-2011	United States of America	Diversitech Corporation (GA Corp.)
CLADLITE ¹	73/221710	Jun-29-1979	1151700	Apr-21-1981	United States of America	Diversitech Corporation (GA Corp.)
DEVCO (and Design)	73/388581	Sep-24-1982	1317583	Feb-05-1985	United States of America	Diversitech Corporation (GA Corp.)
DEVCO	73/388609	Sep-24-1982	1382992	Feb-18-1986	United States of America	Diversitech Corporation (GA Corp.)
DIVERSITECH	77/324922	Nov-08-2007	3461572	Jul-08-2008	United States of America	Diversitech Corporation (GA Corp.)
DIVERSITITE	86/574559	Mar-24-2015	4890562	Jan-19-2016	United States of America	Diversitech Corporation (GA Corp.)

¹ There is a lien recorded against this trademark held by Bank South N. A. and The Exchange National Bank Chicago (Reel/Frame: 0734/0141) that will not be released from the U.S. Patent and Trademark Officer records on the Closing Date.

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
DURAGRID	75/610425	Dec-22-1998	2508421	Nov-20-2001	United States of America	Diversitech Corporation (GA Corp.)
ECOPAD	77/582397	Sep-30-2008	3740916	Jan-19-2010	United States of America	Diversitech Corporation (GA Corp.)
E LITE (and Design)	74/715169	Aug-14-1995	2059937	May-06-1997	United States of America	Diversitech Corporation (GA Corp.)
EVO-LITE	85/534228	Feb-05-2012	4251544	Nov-27-2012	United States of America	Diversitech Corporation (GA Corp.)
EVO-SLAB	85/533953	Feb-03-2012	4290165	Feb-12-2013	United States of America	Diversitech Corporation (GA Corp.)
FLOW PLUS	86/455072	Nov-14-2014	4716572	Apr-07-2015	United States of America	Diversitech Corporation (GA Corp.)
GENPAD	85/762292	Oct-24-2012	4353749	Jun-18-2013	United States of America	Diversitech Corporation (GA Corp.)
GORILLA TUBE	86/455049	Nov-14-2014	4743722	May-26-2015	United States of America	Diversitech Corporation (GA Corp.)
HEF-T-PAD	87/024137	May-04-2016	5113676	Jan-03-2017	United States of America	Diversitech Corporation (GA Corp.)
HOCKEY PUCK	77/409748	Feb-29-2008	3974881	Jun-07-2011	United States of America	Diversitech Corporation (GA Corp.)
M MORRIS (STYLIZED) 	77/026756	Oct-23-2006	3310584	Oct-16-2007	United States of America	Morris Products, Inc. (NY Corp.)

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Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
MOD-PAD	85/534237	Feb-12-2012	4251545	Nov-27-2012	United States of America	Diversitech Corporation (GA Corp.)
POLYSLAB	77/090533	Jan-24-2007	3552519	Dec-30-2008	United States of America	Diversitech Corporation (GA Corp.)
PRO-FLUSH	85/061983	Jun-14-2010	3916703	Feb-08-2011	United States of America	Diversitech Corporation (GA Corp.)
PRO-TITE	86/455015	Nov 14-2014	4716571	Apr-07-2015	United States of America	Diversitech Corporation (GA Corp.)
PRO-TREAT	78/199734	Jan-03-2003	2784436	Nov-18-2003	United States of America	Diversitech Corporation (GA Corp.)
REHVAC	86/058900	Sep-09-2013	4595725	Sep-02-2014	United States of America	Diversitech Corporation (GA Corp.)
SIMPLEAIR	85/361414	Jul-01-2011	4432936	Nov-12-2013	United States of America	Diversitech Corporation (GA Corp.)
SIMPLEAIR (and Design)	85/361428	Jul-01-2011	4488840	Feb-25-2014	United States of America	Diversitech Corporation (GA Corp.)
SIMPLIFY YOUR WORK	87/141275	Aug-17-2016			United States of America	Diversitech Corporation (GA Corp.)
SPEEDICHANNEL	86/369264	Aug-18-2014	5153469	Mar-7-2017	United States of America	Diversitech Corporation (GA Corp.)
THE ORIGINAL GRILL PAD (Stylized)	78/566651	Feb-14-2005	3076219	Apr-04-2006	United States of America	Diversitech Corporation (GA Corp.)

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Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
TRIPLE-D	86/455006	Nov-14-2014	4830265	Oct-13-2015	United States of America	Diversitech Corporation (GA Corp.)
ULTRALITE	78/911288	Jun-19-2006	3272247	Jul-31-2007	United States of America	Diversitech Corporation (GA Corp.)
ULTRA PAD	85/857213	Feb-22-2013	4653501	Dec-09-2014	United States of America	Diversitech Corporation (GA Corp.)
W (and Design)	86/843520	Dec-09-2015	5044223	Sep-20-2016	United States of America	Diversitech Corporation (GA Corp.)
WAGNER	78/527641	Dec-06-2004	3078996	Apr-11-2006	United States of America	Diversitech Corporation (GA Corp.)
WAGNER	78/546495	Jan-12-2005	3111429	Jul-04-2006	United States of America	Diversitech Corporation (GA Corp.)
WET SWITCH	78/903655	Jun-08-2006	0895566 (Int'l Reg. No.) 3223020 (US Reg. No)	Mar-27-2007	United States of America	Diversitech Corporation (GA Corp.)
WHAT'S UNDER YOUR GRILL?	78/852534	Apr-03-2006	3274792	Aug-07-2007	United States of America	Diversitech Corporation (GA Corp.)
MIGHTY GRIPS	87/379562	Mar-21-2017			US	DiversiTech Corporation (GA Corp.)
DRAINSAWG	86/868647	Jan-7-2016	5026195	Aug-23-2016	US	DiversiTech Corporation (GA Corp.)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
DIVERSITECH & design 	78/936733	Jul-25-2006	3318144	Oct-23-2007	US	DiversiTech Corporation (GA Corp.)
DIVERSITECH	78/935734	Jul-24-2006	3394993	Mar-11-2008	US	DiversiTech Corporation (GA Corp.)
MR. 7-HANDS	78/495222	Oct-6-2004	3020658	Nov-29-2005	US	DiversiTech Corporation (GA Corp.)

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RECORDED: 06/01/2017