# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM433547

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Trademark Security Agreement	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arr-Maz Products, L.P.		06/27/2017	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Antares Capital LP, as Administrative Agent	
Street Address:	500 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	Limited Partnership: DELAWARE	

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	5109901	COLDGRIP
Registration Number:	5124389	CUSTO PH
Registration Number:	5109927	CUSTOFROTH
Registration Number:	5109926	CUSTOPREP
Registration Number:	5109925	CUSTOSCALE
Registration Number:	4926418	SANDTEC
Serial Number:	87111570	PHOSFLOAT

### **CORRESPONDENCE DATA**

Fax Number: 2138918763

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.

rhonda.deleon@lw.com Latham & Watkins LLP **Correspondent Name:** Address Line 1: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0225
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/

**TRADEMARK** REEL: 006098 FRAME: 0155

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DATE SIGNED:	06/30/2017	
Total Attachments: 5		
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#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2017, by ARR-MAZ PRODUCTS, L.P. (the "<u>Grantor</u>"), in favor of ANTARES CAPITAL LP, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "<u>Agent</u>").

### WITNESSETH:

WHEREAS, the Grantor is party to an Amended and Restated Security Agreement, dated as of June 27, 2017 (the "Security Agreement") in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

- SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.
- SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following:
- (a) Trademarks of such Grantor included in the Collateral, including the United States registered Trademarks and applications for Trademark registrations listed on <u>Schedule I</u> attached hereto (provided that no security interest shall be granted in United States intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); and
  - (b) all Goodwill associated with such Trademarks.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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.

TRADEMARK REEL: 006098 FRAME: 0157 SECTION 4. <u>Termination</u>. At the time provided in Section 9.10(b)(iii) of the Credit Agreement, the security interest granted herein shall automatically terminate and be deemed released, and the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

ARR-MAZ PRODUCTS, L.P., a Delaware limited partnership

Name: David S. Keselica

Title: Chief Executive Officer

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Accepted and Agreed:

ANTARES CAPITAL LP,

as Agent

By: Name: Steven Rubinstein

Title: Duly Authorized Signatory

# SCHEDULE I

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

### **United States Trademark Registrations:**

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
COLDGRIP	1	87102577 13-JUL-2016	5109901 27-DEC-2016
CUSTO PH	1	87111585 21-JUL-2016	5124389 17-JAN-2017
CUSTOFROTH	1	87111621 21-JUL-2016	5109927 27-DEC-2016
CUSTOPREP	1	87111605 21-JUL-2016	5109926 27-DEC-2016
CUSTOSCALE	1	87111555 21-JUL-2016	5109925 27-DEC-2016
SANDTEC	1	86659296 11-JUN-2015	4926418 29-MAR-2016

## **United States Trademark Applications:**

Mark	International Class(es)	Application No Filing Date
PHOSFLOAT	1	87111570 21-JUL-2016

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RECORDED: 06/30/2017

TRADEMARK
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