

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dexter Marine Products LLC		07/24/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2135013	TRAILER BUDDY	
Registration Number:	2254129	SPINDO SEAL	
Registration Number:	3270961	UFP	
Registration Number:	3705097	BEARING LUBE	
Registration Number:	4881224	AERO	
Registration Number:	1899776	AERO-6000	
Registration Number:	2792369	BRAKERITE	
Registration Number:	2171658	POWERDYNE	
Serial Number:	87529132	THE VAULT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 2135013

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/25/2017
Total Attachments: 6 source=Dragon - Dexter Marine Products - Trademark (Second Lien)#page1.tif source=Dragon - Dexter Marine Products - Trademark (Second Lien)#page2.tif source=Dragon - Dexter Marine Products - Trademark (Second Lien)#page3.tif source=Dragon - Dexter Marine Products - Trademark (Second Lien)#page4.tif source=Dragon - Dexter Marine Products - Trademark (Second Lien)#page5.tif source=Dragon - Dexter Marine Products - Trademark (Second Lien)#page6.tif	

THIS NOTICE OF GRANT OF SECURITY INTEREST (SECOND LIEN) IN INTELLECTUAL PROPERTY IS SUBJECT TO THE PROVISIONS OF (I) THE CLOSING DATE FIRST LIEN/SECOND LIEN ICA (AS DEFINED IN THE COLLATERAL AGREEMENT (AS DEFINED BELOW)) AS SET FORTH MORE FULLY IN SECTION 5.18 OF THE U.S. COLLATERAL AGREEMENT AND (II) ANY OTHER INTERCREDITOR AGREEMENT (AS DEFINED IN THE COLLATERAL AGREEMENT)

Notice of Grant of Security Interest in Trademarks (Second Lien)

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN), dated as of July 24, 2017 (this “Notice”), made by Dexter Marine Products LLC, a Delaware limited liability company (the “Pledgor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement (Second Lien), dated as of July 24, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among DexKo Global Inc. (the “U.S. Borrower”), as successor by merger to Dragon Merger Sub, LLC, each subsidiary of the U.S. Borrower identified therein and Credit Suisse AG, Cayman Islands Branch as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’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 Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

DEXTER MARINE PRODUCTS LLC

By: 
Name: Eric Moraw
Title: Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Karim Rahimtoola
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks (Second Lien)

Trademarks Owned by Dexter Marine Products LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
TRAILER BUDDY	2,135,013	2/3/1998
SPINDO SEAL	2,254,129	6/15/1999
UFP	3,270,961	7/31/2007
BEARING LUBE	3,705,097	11/3/2009
AERO	4881224	1/5/2016
AERO-6000	1,899,776	6/13/1995
BRAKERITE	2,792,369	12/9/2003
POWDERDYNE	2,171,658	7/7/1998

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
THE VAULT	87529132	7/14/2017