

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437247

<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>
Ctuit Inc.		07/31/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Funding, LP, as agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77429356	CTUIT	
<b>Serial Number:</b>	77434807	CTUIT RADAR	
<b>Serial Number:</b>	77641305	FIND TRENDS BEFORE THEY FIND YOU!	
<b>Serial Number:</b>	85895537	ON THE FLY	
<b>Serial Number:</b>	86434455	CTUIT SCHEDULES	
<b>Serial Number:</b>	86616150	RADAR C	
<b>Serial Number:</b>	86616163	CTUIT	
<b>Serial Number:</b>	87241960	RADAR	
<b>Serial Number:</b>	86616159	CTUIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>	7132266000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		

CH \$240.00 77429356

<b>SIGNATURE:</b>	/jmp/
<b>DATE SIGNED:</b>	07/31/2017
<b>Total Attachments: 6</b> source=2017-07-31 Executed Trademark Security Agreement - From CTuit Inc to Deerpath Funding LP#page1.tif source=2017-07-31 Executed Trademark Security Agreement - From CTuit Inc to Deerpath Funding LP#page2.tif source=2017-07-31 Executed Trademark Security Agreement - From CTuit Inc to Deerpath Funding LP#page3.tif source=2017-07-31 Executed Trademark Security Agreement - From CTuit Inc to Deerpath Funding LP#page4.tif source=2017-07-31 Executed Trademark Security Agreement - From CTuit Inc to Deerpath Funding LP#page5.tif source=2017-07-31 Executed Trademark Security Agreement - From CTuit Inc to Deerpath Funding LP#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of July 31, 2017, is entered into by and among **CTUIT INC.**, a California corporation (“**Grantor**”) and **DEERPATH FUNDING, LP**, a Delaware limited partnership (the “**Assignee**”), as the administrative agent pursuant to (i) that certain Guarantee and Collateral Agreement dated as of March 31, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Guarantee and Collateral Agreement**”), among the Assignee, Grantor, Compeat, Inc., a Texas corporation (“**Borrower**”) and certain affiliates of Borrower, and (ii) that certain Credit Agreement dated as of March 31, 2015 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”), among Grantor, Borrower, certain affiliates of Borrower, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks (defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the United States registrations and applications for registration of Trademarks (excluding Internet domain names) referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof, provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

DEERPATH FUNDING, LP,  
as administrative agent

By: Deerpath Funding General Partner, Inc.,  
its general partner

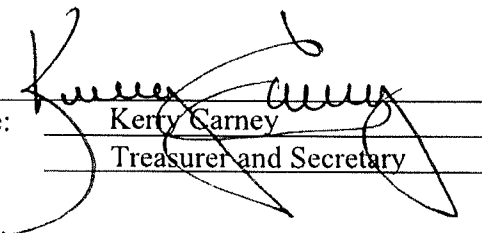
By:   
Name: Anish Bahl  
Title: Chief Financial Officer

Address of Assignee:

Deerpath Funding, LP  
405 Lexington Avenue, 53<sup>rd</sup> Floor  
New York, NY 10174  
Attention: Tas Hasan  
Email: [thasan@deerpathcapital.com](mailto:thasan@deerpathcapital.com)

**GRANTOR:**

**CTUIT INC.**

By:   
Name: Kerry Carney  
Title: Treasurer and Secretary

Address of Grantor:




c/o Serent Capital, L.P.  
1 Embarcadero Center, Suite 1680  
San Francisco, California 94111  
Attention: Mr. Jon Cheek  
Facsimile No.: (415) 343-1051  
Email: jon.cheek@serentcapital.com

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006118 FRAME: 0336**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>	
U.S. Federal	77429356	24-MAR-2008	3611243	28-APR-2009	CTUIT INC.	CTUIT	
U.S. Federal	77434807	28-MAR-2008	3617237	05-MAY-2009	CTUIT INC.	CTUIT RADAR	
U.S. Federal	77641305	30-DEC-2008	3654235	14-JUL-2009	CTUIT INC.	FIND TRENDS BEFORE THEY FIND YOU!	
U.S. Federal	85895539	04-APR-2013	4557094	24-JUN-2014	CTUIT INC.	ON THE FLY	
U.S. Federal	86434455	24-Oct-2014	4899317	09-FEB-2016	CTUIT INC.	CTUIT SCHEDULES	
U.S. Federal	86616150	30-APR-2015	4984930	21-JUN-2016	CTUIT INC.	RADAR C (& Design)	
U.S. Federal	86616163	30-APR-2015	4984931	21-JUN-2016	CTUIT INC.	CTUIT (& Design)	
U.S. Federal	86616159	30-APR-2015	5074203	01-NOV-2016	CTUIT INC.	CTUIT (& Design)	
Canada	1646363	03-OCT-2013	TMA930389	02-MAR-2016	CTUIT INC.	ON THE FLY	
U.S. Federal	87241960	18-NOV-2016	5244677	18-JUL-2017	CTUIT INC.	RADAR	
Mexico	1826472	30-NOV-2016	1738916	30-MAR-2017	CTUIT INC.	CTUIT	Cl. 35
Mexico	1826471	30-NOV-2016	1738915	30-MAR-2017	CTUIT INC.	CTUIT	Cl. 09

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>	
Canada	1811153	24-NOV-2016	CTUIT INC.	CTUIT	
Canada	1811154	24-NOV-2016	CTUIT INC.	RADAR	
Canada	1714018	05-FEB-2015	CTUIT INC.	CTUIT SCHEDULES	
Mexico	1826474	30-NOV-2016	CTUIT INC.	CTUIT	
Mexico	1826477	30-NOV-2016	CTUIT INC.	RADAR	
Mexico	1826475	30-NOV-2016	CTUIT INC.	RADAR	