

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438353

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
O2 Partners, LLC		08/08/2017	Limited Liability Company: MAINE

RECEIVING PARTY DATA

Name:	ING Capital LLC
Street Address:	1133 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77983122	ECO ORTHOLITE
Serial Number:	75444595	ORTHOLITE
Serial Number:	77977543	ORTHOLITE
Serial Number:	77309606	ORTHOLITE
Serial Number:	87336948	ORTHOLITE FLOAT
Serial Number:	85081614	ORTHOLITE X-40 HIGH REBOUND
Serial Number:	85977332	ORTHOLITE X-40 HIGH REBOUND
Serial Number:	85081594	ORTHOLITE X-40 HIGH REBOUND
Serial Number:	85977330	ORTHOLITE X-40 HIGH REBOUND

CORRESPONDENCE DATA

Fax Number: 2125305219

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) 530-5000

Email: trademark@milbank.com

Correspondent Name: Nathaniel T. Browand

Address Line 1: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 2: 28 Liberty Street, 47th Floor

CH \$240.00 77983122

Address Line 4:	New York, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	30045.98043
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	08/08/2017
Total Attachments: 5 source=Trademark Security Agreement (Executed)#page1.tif source=Trademark Security Agreement (Executed)#page2.tif source=Trademark Security Agreement (Executed)#page3.tif source=Trademark Security Agreement (Executed)#page4.tif source=Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2017 (this “Agreement”), among O2 Partners, LLC (the “Grantor”) and ING Capital LLC, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement, dated as of August 8, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ORTHOLITE INTERMEDIATE LLC, a Delaware limited liability company (“Holdings”), CUSHION MERGER SUB LLC, a Delaware limited liability company (“Merger Sub”, and the Initial Borrower), which upon consummation of the Merger on the Effective Date will be merged with and into BP ORTHOLITE LLC, a Delaware limited liability company (“Target”, with the Target being the survivor of such Merger and being renamed Ortholite LLC upon the consummation of such Merger and being the Borrower thereunder), the LENDERS party thereto and ING CAPITAL LLC (“ING”), as Administrative Agent and (b) the Collateral Agreement, dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement 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 Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications, including the goodwill associated therewith, listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only 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 under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the Security Interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an

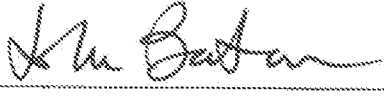
instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This 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 Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

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

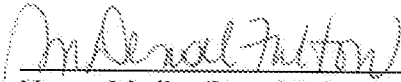
O2 PARTNERS, LLC, as Grantor


By 
Name: John Bateson
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 006124 FRAME: 0718**

ING CAPITAL LLC, as Administrative Agent

By 
Name: Marilyn Densel Fulton
Title: Managing Director

By 
Name: Naresh Purohit
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006124 FRAME: 0719

Schedule I to the
Trademark Security Agreement

TRADEMARK COLLATERAL

Trademark	Owner Class	Case Number Country	SubCase Case Type	Application # Filing Date	Publication # Publication Date	Reg. # Reg. Date	Status Next Renewal
ECO ORTHOLITE (STYLIZED AND DESIGN)	O2 Partners, LLC 25 Int.	22255/4020C United States of America	46 PRI	77-983,122 05-Aug-2009	29-Dec-2009	4,158,269 12-June-2012	Registered 12-June-2022
ORTHOLITE	O2 Partners, LLC 25 Int.	22255/4020A United States of America	1 ORD	75-44,595 04-Mar-1998	07-Sep-1999	2,295,211 30-Nov-1999	Registered 30-Nov-2019
ORTHOLITE	O2 Partners, LLC 25 Int.	22255/4020A United States of America	24 PRI	77-977,543 22-Oct-2007	23-Sep-2008	3,684,406 15-Sep-2009	Registered 15-Sep-2019
ORTHOLITE	O2 Partners, LLC 17 Int.	22255/4020A United States of America	3 PRI	77-309,606 22-Oct-2007	23-Sep-2008	4,105,777 28-Feb-2012	Registered 28-Feb-2022
ORTHOLITE FLOAT	O2 Partners, LLC 25 Int.	24806/1678OF United States of America	ORD	87-336,948 15-Feb-2017			Pending ITU
ORTHOLITE X-40 HIGH REBOUND	O2 Partners, LLC 17 Int.	22255/4020E United States of America	PRI	85-081,614 09-Jul-2010	07-Dec-2010	4,502,011 25-Mar-2014	Registered 25-Mar-2024
ORTHOLITE X-40 HIGH REBOUND	O2 Partners, LLC 25 Int.	22255/4020E United States of America	1 PRI	85-977,332 09-Jul-2010	07-Dec-2010	4,227,943 16-Oct-2012	Registered 16-Oct-2022
ORTHOLITE X-40 HIGH REBOUND (STYLIZED AND DESIGN)	O2 Partners, LLC 17 Int.	22255/4020F United States of America	PRI	85-081,594 09-Jul-2010	07-Dec-2010	4,505,590 01-Apr-2014	Registered 01-Apr-2024
ORTHOLITE X-40 HIGH REBOUND (STYLIZED AND DESIGN)	O2 Partners, LLC 25 Int.	22255/4020F United States of America	1 PRI	85-977,330 09-Jul-2010	07-Dec-2010	4,219,617 02-Oct-2012	Registered 02-Oct-2022

#4843-7294-3692

RECORDED: 08/08/2017

TRADEMARK
REEL: 006124 FRAME: 0720