

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Poloplaz Acquisition, Inc.		08/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	300 S. Wacker Dr., Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5212577	POLOPLAZ	
Registration Number:	5208264	WRLD CLASS	
Registration Number:	3903715	MULCHSTIK MULCH ADHESIVE & GARDEN GLUE	
Registration Number:	3930139	GREEN COATINGS COUNCIL	
Registration Number:	3903713	NUVO	
Registration Number:	3903711	PP POLOPLAZ	
Registration Number:	3425574	WORLD CLASS COURT & GYM FINISH	
Registration Number:	1544091	POLOPLAZ	
Serial Number:	87205956	GREEN COATINGS COUNCIL	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7428.023		

OP \$240.00 5212577

NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	08/28/2017
Total Attachments: 5 source=NPI_-_Trademark_Security_Agreement_(PoloPlaz) Executed#page1.tif source=NPI_-_Trademark_Security_Agreement_(PoloPlaz) Executed#page2.tif source=NPI_-_Trademark_Security_Agreement_(PoloPlaz) Executed#page3.tif source=NPI_-_Trademark_Security_Agreement_(PoloPlaz) Executed#page4.tif source=NPI_-_Trademark_Security_Agreement_(PoloPlaz) Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 15, 2017, by POLOPLAZ ACQUISITION, INC., a Delaware corporation ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as a borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications 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 applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

POLOPLAZ ACQUISITION, INC., a Delaware corporation

By: 

Name: Michael Zukas

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 

Name: Drew Guyette

Title: Chief Credit Officer

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
POLOPLAZ	5212577	5/30/17	PoloPlaz Acquisition, Inc.
WRLD CLASS	5208264	5/23/17	PoloPlaz Acquisition, Inc.
MULCHSTIK MULCH ADHESIVE & GARDEN GLUE	3903715	1/11/11	PoloPlaz Acquisition, Inc.
GREEN COATINGS COUNCIL	3930139	3/8/11	PoloPlaz Acquisition, Inc.
NUVO	3903713	1/11/11	PoloPlaz Acquisition, Inc.
PP POLOPLAZ	3903711	1/11/11	PoloPlaz Acquisition, Inc.
WORLD CLASS COURT & GYM FINISH	3425574	5/13/08	PoloPlaz Acquisition, Inc.
POLOPLAZ	1544091	6/20/89	PoloPlaz Acquisition, Inc.

TRADEMARK APPLICATIONS

MARK	APPLICATION NUMBER	DATE	OWNER INFORMATION
GREEN COATINGS COUNCIL	87205956	10/17/16	PoloPlaz Acquisition, Inc.