

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CMI INTERCO, LLC		09/18/2017	Limited Liability Company: DELAWARE
CMI HOLDCO, LLC		09/18/2017	Limited Liability Company: DELAWARE
CMI LIMITED CO.		09/18/2017	Limited Liability Company: OHIO
GATOR DOCK & MARINE LLC		09/18/2017	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	CIBC BANK USA
Street Address:	3343 PEACHTREE ROAD NE
Internal Address:	SUITE 750
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	BANKING CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1889900	SHOREGUARD
Registration Number:	4856318	CHAMPIONWALL
Registration Number:	4509560	GATORBRIDGE
Registration Number:	4509559	GATORDOCK
Registration Number:	4510139	PILECLAW
Registration Number:	3112710	TIMBERGUARD
Registration Number:	2119606	GATOR GATES
Serial Number:	87208170	RODENTGUARD

CORRESPONDENCE DATA

Fax Number: 4042644033

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: 4048461693
Email: luann.miller@btlaw.com
Correspondent Name: BARNES & THORNBURG LLP - L. MILLER
Address Line 1: 3475 PIEDMONT ROAD, N.E.
Address Line 2: SUITE 1700
Address Line 4: ATLANTA, GEORGIA 30305-3327

ATTORNEY DOCKET NUMBER:	47588-6
NAME OF SUBMITTER:	ANDREW DURDEN
SIGNATURE:	/ANDREW DURDEN/
DATE SIGNED:	09/18/2017

Total Attachments: 7

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of September 18, 2017, among CMI Interco, LLC, CMI Holdco, LLC, CMI Limited Co. and Gator Dock & Marine LLC (collectively, "Loan Parties") and CIBC Bank USA, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement dated as of September 18, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Loan Parties, the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Loan Parties and to provide for the issuance of Letters of Credit for the account of the Loan Parties, individually, or jointly and severally, as provided therein; and

WHEREAS, in connection with the Credit Agreement, the Loan Parties have executed and delivered that certain Guaranty and Collateral Agreement, dated as of the date hereof, to the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Loan Parties are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to the Loan Parties pursuant to the Credit Agreement, Loan Parties agree, for the benefit of the Lenders and the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement or Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Loan Party does hereby collaterally assign to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Loan Party (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether such Loan Party is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of such Loan Party accruing thereunder or pertaining thereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by such Loan Party against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of such a "Statement of Use" or "Amendment to Allege Use" with respect thereto, provided that upon such filing of such Statement of Use or Amendment to Allege Use application, such trademark shall automatically be deemed included in the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Loan Parties for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Loan Parties, execute and deliver to the Loan Parties a proper instrument or

instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the Obligations have been Paid in Full, (b) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (c) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (d) if such release has been approved by the requisite Lenders in accordance with Section 14.11 of the Credit Agreement.

SECTION 5. Acknowledgment. Each Loan Party does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

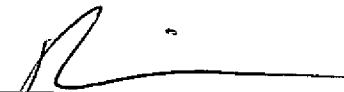
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Receipt by telecopy or other electronic method of transmission of any executed signature page to this Agreement or any other Loan Document shall constitute effective delivery of such signature page.

[SIGNATURE PAGE FOLLOWS]

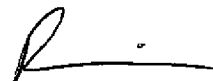
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOAN PARTIES:

CMI HOLDCO, LLC

By: 
Name: Russell Spieler
Title: Vice President and Secretary

CMI INTERCO, LLC

By: 
Name: Russell Spieler
Title: Vice President and Secretary

CMI LIMITED CO.

By: _____
Name: Brian Holder
Title: Secretary and Chief Financial Officer

GATOR DOCK & MARINE LLC

By: _____
Name: Brian Holder
Title: Secretary and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOAN PARTIES:

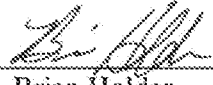
CMI HOLDCO, LLC

By: _____
Name: Russell Spieler
Title: Vice President and Secretary

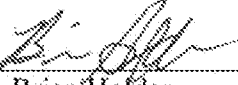
CMI INTERCO, LLC

By: _____
Name: Russell Spieler
Title: Vice President and Secretary

CMI LIMITED CO.

By: 
Name: Brian Holder
Title: Secretary and Chief Financial Officer

GATOR DOCK & MARINE LLC

By: 
Name: Brian Holder
Title: Secretary and Chief Financial Officer

SECURED PARTY:

CIBC BANK USA, as Administrative Agent

By: Timothy Roberts
Name: Timothy Roberts
Title: Managing Director

Signature page to Intellectual Property Security Agreement (Trademarks)

TRADEMARK
REEL: 006154 FRAME: 0546

SCHEDULE 1.1

TRADEMARK COLLATERAL

Registered Owner	Serial Number	Application Date	Registration Number	Registration Date
CMI	74-501347	3/17/1994	1,889,900	4/18/1995
CMI	86-251225	4/14/2014	4,856,318	11/17/2015
CMI	85-940508	5/23/2013	4,509,560	4/8/2014
CMI	85-940494	5/23/2013	4,509,559	4/8/2014
CMI	86-028805	8/5/2013	4,510,139	4/8/2014
CMI	78-385157	3/16/2004	3,112,710	7/4/2006
CMI	87-208170	10/19/2016	N/A	N/A
GDM	75-198712	11/15/1996	2,119,606	12/9/1997