

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM446017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sprinturf, LLC		10/04/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1180 West Peachtree NW, Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87361313	PROFLOW	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	susan.dinicola@hklaw.com,khyshboo.patel@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	10/05/2017		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of October 4, 2017, is made by and between SPRINTURF, LLC, a Delaware limited liability company (the "Grantor"), and REGIONS BANK, in its capacity as administrative agent (the "Administrative Agent") on behalf of the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, certain Affiliates of Grantor from time to time party thereto, the Administrative Agent, and the lenders from time to time party thereto (the "Lenders"), the Administrative Agent and the Lenders are willing to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to the Administrative Agent 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, the Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Administrative Agent (for itself and on behalf of the Lenders and their Affiliates providing Bank Products to the Grantor) a continuing first priority security interest in all of the 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) (i) all of its Trademarks (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise (excluding only intent-to-use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable law, impair the registrability of such applications or enforceability of registrations from such applications), and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks")

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(e) the right to sue third parties for past, present, and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b), and

(f) all products and proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Administrative Agent and the Lenders whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving the Grantor.

4. SECURITY AGREEMENT.

(a) This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to Credit Agreement, and the Credit Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Credit Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms. To the extent there is a conflict between the Credit Agreement and this Trademark Security Agreement, the Credit Agreement shall control.

(b) The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral shall not include, and the security interest granted herein shall not attach to, any asset (but not the proceeds thereof) subject to a rule of law, statute or regulation or of a lease agreement or any general intangible (including a contract, permit, license or franchise) or a Permitted Lien, where the grant of such security interest would invalidate or constitute a breach or violation of any such rule of law, statute, regulation, lease agreement, or general intangible or agreement or agreements creating or giving rise to such Permitted Lien, provided that the limitation set forth in this sentence shall (x) exist only for so long as such rule of law, statute, regulation, lease agreement or general intangible or agreement and the Permitted Lien created therein continue to be effective (and, upon the cessation, termination, expiration of such rule of law, statute, regulation, lease agreement or general intangible or Permitted Lien, or if any such rule of law, statute or regulation is no longer applicable, the security interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the prohibition or restriction on the security interest in and to such asset granted in this Trademark Security Agreement is rendered ineffective under Sections 9-406, 9 407, 9-408, or 9-409 of the UCC.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks, the provisions of the Credit Agreement and this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of law principles thereof.

8. TERMINATION. Upon payment and satisfaction in full of the Obligations and the termination of the Credit Agreement and the Commitments thereunder, this Trademark Security Agreement shall terminate, and Administrative Agent, at Grantor's expense, shall release the liens and security interests created by this Trademark Security Agreement.

[Signature Pages Follow]

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

GRANTOR:

SPRINTURF LLC, a Delaware limited liability company

By: 

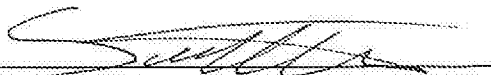
Name: John Bogosian

Title: Chief Operating Officer

[SPRINTURF - TRADEMARK SECURITY AGREEMENT]

ADMINISTRATIVE AGENT:

REGIONS BANK

By: 
Name: Scott Martin
Title: Vice President

[SPRINTURF - TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006174 FRAME: 0387

SCHEDULE I

To Trademark Security Agreement

Trademark Registrations/Applications

Grantor	Country	Mark	Application/Registration No.	App./Reg. Date
Sprinturf, LLC	United States	Proflow	87361313	3/7/2017

Common Law Trademarks

None.