

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLAZER INTERCO, INC.		11/16/2017	Corporation: DELAWARE
BLAKE & PENDLETON, INC.		11/16/2017	Corporation: GEORGIA
CASE ENGINEERING, INC.		11/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIVE POINTS MEZZANINE FUND III, L.P.		
Street Address:	101 N. CHERRY STREET		
Internal Address:	SUITE 700		
City:	WINSTON-SALEM		
State/Country:	NORTH CAROLINA		
Postal Code:	27101		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4592825	BLAKE & PENDLETON	
Registration Number:	4600829	IZ SYSTEMS	
Registration Number:	4156700	AIRSTAR	
Registration Number:	4117488	CC CASE CONTROLS	
Registration Number:	4156578	AIR LOGIX	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	043167-004		
NAME OF SUBMITTER:	John Slaughter		

OP \$140.00 4592825

SIGNATURE:	/john slaughter/
DATE SIGNED:	11/17/2017
Total Attachments: 6 source=TM Security Agreement Blazer, et al to Five POints Mezzanine Fund#page1.tif source=TM Security Agreement Blazer, et al to Five POints Mezzanine Fund#page2.tif source=TM Security Agreement Blazer, et al to Five POints Mezzanine Fund#page3.tif source=TM Security Agreement Blazer, et al to Five POints Mezzanine Fund#page4.tif source=TM Security Agreement Blazer, et al to Five POints Mezzanine Fund#page5.tif source=TM Security Agreement Blazer, et al to Five POints Mezzanine Fund#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2017, is made by BLAZER INTERCO, INC. (“Blazer”), BLAKE & PENDLETON, INC. (“Blake”), and CASE ENGINEERING, INC. (“Case”; with each of Blazer, Blake and Case referred to individually as a “Debtor” and collective as the “Debtors”), in favor of FIVE POINTS MEZZANINE FUND III, L.P. (“Lender”).

WITNESSETH:

WHEREAS, Debtors and Lender have entered into a Senior Subordinated Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”);

WHEREAS, pursuant to the Loan Agreement, the Debtors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement and to induce Lender to make its extensions of credit to Debtors thereunder, each of Debtors hereby agrees with Lender as follows:

Section 1. Defined Terms.

(a) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

“**Trademarks**” shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered) of each Debtor, and all goodwill associated therewith, now existing or hereafter adopted or acquired by it, 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 any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

“**Trademark License**” shall mean any agreement, whether written or oral, providing for the grant by or to any one or more of Debtors of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

(b) Other capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of each of Debtors, hereby mortgages and pledges to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Debtor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Each Debtor represents and warrants that Schedule 1 hereto contains a complete list of all applications and registrations for Trademarks of (or owned by) each Debtor.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the provisions of the Loan Agreement shall govern.

Section 4. Debtors Remains Liable. Each Debtor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any scan or other electronic copy of a manually signed original counterpart of this Trademark Security Agreement or any document or agreement executed in connection with this Trademark Security Agreement may be delivered by facsimile or electronic mail and the effectiveness of this Trademark Security Agreement or such other document or

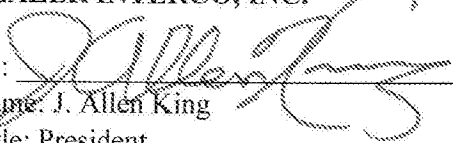
agreement and the signature hereon or thereon shall have the same force and effect as a manually signed original and shall be binding on the signing party.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (EXCLUDING ITS CONFLICT OF LAWS PROVISIONS IF SUCH PROVISIONS WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).**

[Remainder of page intentionally left blank;
signatures appear on the following page.]

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

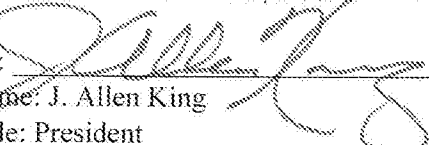
BLAZER INTERCO, INC.

By: 
Name: J. Allen King
Title: President

BLAKE & PENDLETON, INC.

By: 
Name: J. Allen King
Title: President

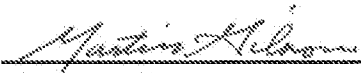
CASE ENGINEERING, INC.

By: 
Name: J. Allen King
Title: President

ACCEPTED AND AGREED:

FIVE POINTS MEZZANINE FUND III, L.P.

By: Five Points Mezzanine Advisors III,
LLC, its General Partner

By: 
Name: Martin Gilmore
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

Trademark Security Agreement

Schedule 1

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blake & Pendleton, Inc.	BLAKE & PENDLETON	4,592,825 (US)	8/26/2014
Blake & Pendleton, Inc.	IZ SYSTEMS	4,600,829 (US)	9/9/2014
Case Engineering, Inc. ¹	AIRSTAR	4,156,700 (US)	6/12/2012
Case Engineering, Inc. ²	CC CASE CONTROLS	4,117,488 (US)	3/27/2012
Case Engineering, Inc. ³	AIR LOGIX	4,156,578 (US)	6/12/2012

¹ The noted marks are on record as owned by Case Engineering, LLC but are subject to a transfer to Case Engineering, Inc. being recorded against the marks.

² See footnote 1.

³ See footnote 1.