

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arizona Polymer Flooring, LLC		01/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Middle Market Lending Corp., as Collateral Agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4079294	CASTORCRETE	
Registration Number:	4582821	VAPORSOLVE	
Registration Number:	5361703	CEM-DYE	
Registration Number:	5306212	STAT-REZ	
Registration Number:	2923087	BOND-KOTE	
Registration Number:	4715510	CONCRETE BOOST!	
Registration Number:	2830082	PENE-KRETE	
Registration Number:	4352794	SUPERCRETE	
Registration Number:	3094108	SUPER-STAMP	
Registration Number:	2377606	SUPER-KRETE	
Registration Number:	2375309	SUPER-CRETE	
Registration Number:	2589070	SUPER-KRETE PRODUCTS	
Serial Number:	87377945	COLORCHROME	
Serial Number:	87752284	ARIZONA POLYMER FLOORING	
Serial Number:	87752295	APF ARIZONA POLYMER FLOORING	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	32868 / 065
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	02/06/2018
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 17, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by **ARIZONA POLYMER FLOORING, LLC**, a Delaware limited liability company (the “**Grantor**”), in favor of Goldman Sachs Middle Market Lending Corp., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Second Lien Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent for the Secured Parties, pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 application or any registration that issues therefrom under any applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 8. INTERCREDITOR

REFERENCE IS MADE TO THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF NOVEMBER 3, 2017, BY AND AMONG ANTARES CAPITAL LP, GOLDMAN SACHS MIDDLE MARKET LENDING CORP., THE OTHER REPRESENTATIVES PARTY THERETO FROM TIME TO TIME AND THE GRANTORS PARTY THERETO. THE COLLATERAL AGENT HEREUNDER AND EACH LENDER UNDER THE CREDIT AGREEMENT AGREES THAT IT WILL BE BOUND BY AND WILL TAKE NO ACTIONS CONTRARY TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND AUTHORIZES AND INSTRUCTS THE ADMINISTRATIVE AGENT TO ENTER INTO THE INTERCREDITOR AGREEMENT AS "SECOND LIEN AGENT" AND ON BEHALF OF SUCH LENDERS. THE PROVISIONS OF THIS SECTION 8 ARE NOT INTENDED TO SUMMARIZE ALL RELEVANT PROVISIONS OF THE INTERCREDITOR AGREEMENT. REFERENCE MUST BE MADE TO THE INTERCREDITOR AGREEMENT ITSELF TO UNDERSTAND ALL TERMS AND CONDITIONS THEREOF. THE COLLATERAL AGENT AND EACH LENDER IS RESPONSIBLE FOR MAKING ITS OWN ANALYSIS AND REVIEW OF THE INTERCREDITOR AGREEMENT AND THE TERMS AND PROVISIONS THEREOF, AND NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS AFFILIATES MAKES ANY REPRESENTATION TO THE COLLATERAL AGENT OR ANY LENDER AS TO THE SUFFICIENCY OR ADVISABILITY OF THE PROVISIONS CONTAINED IN THE INTERCREDITOR AGREEMENT. THE FOREGOING PROVISIONS ARE INTENDED AS AN INDUCEMENT TO THE LENDERS UNDER THE FIRST LIEN CREDIT AGREEMENT TO EXTEND CREDIT THEREUNDER AND SUCH LENDERS ARE INTENDED THIRD PARTY BENEFICIARIES OF SUCH PROVISIONS AND THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

ARIZONA POLYMER FLOORING, LLC
as Grantor

By: 
Name: Douglas Mattscheck
Title: President


{Signature Page to Trademark Security Agreement (Second Lien)}

TRADEMARK
REEL: 006266 FRAME: 0676

ACCEPTED AND AGREED
as of the date first above written:

**GOLDMAN SACHS MIDDLE MARKET
LENDING CORP.,**
as Collateral Agent

By: _____


Name: Brendan McGovern


Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 006266 FRAME: 0677

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
US	CastorCrete	App 85239894	App 11-FEB-2011	Reg 4079294	Reg 03-JAN-2012	Arizona Polymer Flooring, LLC
US	VaporSolve	App 85951989	App 05-JUN-2013	Reg 4582821	Reg 12-AUG-2014	Arizona Polymer Flooring, LLC
US	CEM-DYE	App 87392184	App 30-MAR-2017	Reg 5361703	Reg 19-DEC-2017	Arizona Polymer Flooring, LLC
US	COLORCHROME	App 87377945	App 20-MAR-2017	[Application Pending]	[Application Pending]	Arizona Polymer Flooring, LLC
US	STAT-REZ	App 87374136	App 16-MAR-2017	Reg 5306212	Reg 10-OCT-2017	Arizona Polymer Flooring, LLC
US	BOND-KOTE	App 78352116	App 14-JAN-2004	Reg 2923087	Reg 01-FEB-2005	Arizona Polymer Flooring, LLC
US	Concrete Boost!	App 86364739	App 12-AUG-2014	Reg 4715510	Reg 07-APR-2015	Arizona Polymer Flooring, LLC
US	PENE-KRETE	App 78230970	App 27-MAR-2003	Reg 2830082	Reg 06-APR-2004	Arizona Polymer Flooring, LLC
US	SUPERCRETE	App 85661636	App 26-JUN-2012	Reg 4352794	Reg 18-JUN-2013	Arizona Polymer Flooring, LLC
US	SUPER-STAMP	App 78443411	App 29-JUN-2004	Reg 3094108	Reg 16-MAY-2006	Arizona Polymer Flooring, LLC
US	SUPER-KRETE	App 75807665	App 24-SEP-1999	Reg 2377606	Reg 15-AUG-2000	Arizona Polymer Flooring, LLC
US	SUPER-CRETE	App 75808281	App 24-SEP-1999	Reg 2375309	Reg 08-AUG-2000	Arizona Polymer Flooring, LLC
US		App 75808527	App 24-SEP-1999	Reg 2589070	Reg 02-JUL-2002	Arizona Polymer Flooring, LLC
US		App 87752284	App 11-JAN-2018	[Application Pending]	[Application Pending]	Arizona Polymer Flooring, LLC

Country	Mark	Application No.	Application Date	Registration No.	Registration Date	Owner
US		App 87752295	App 11-JAN-2018	[Application Pending]	[Application Pending]	Arizona Polymer Flooring, LLC