

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eminess Technologies, LLC		01/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CCSD II, L.P.		
Street Address:	40 Burton Hills Blvd., Suite 250		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4138257	ULTRA-SOL	
Registration Number:	2725237	EMINESS TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	(615) 252-3552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Mary Ward		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	02/08/2018		
Total Attachments: 5			
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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THAT INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF AMONG WESTERN ALLIANCE BANK, AS SENIOR CREDITOR, THE DEBTOR AND NAMED IN THIS AGREEMENT AND CERTAIN OF ITS AFFILAITES, AND THE LENDERS AND COLLATERAL AGENT NAMED HEREIN, AS SUBORDINATE LENDERS, AS SUCH INTERCREDITOR AGREEMENT MAY BE AMENDED OR RESTATED FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT AND THE TERMS OF THE INTERCREDITOR AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND BE CONTROLLING.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is entered into as of January 30, 2018, by Eminess Technologies, LLC ("**Debtor**"), a Delaware corporation, in favor of CCSD II, L.P. ("**Lender**"), a Delaware limited partnership, as Lender and in its capacity as Collateral Agent under the "Loan Agreement," as defined below.

RECITALS:

A. Pursuant to that Loan Agreement (the "**Loan Agreement**") dated as of the date hereof by and among Eminess Holdings, LLC, Eminess Intermediate, LLC, ETI International, Inc., Debtor, and Lender, Lender has agreed to extend credit to Debtor, on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings provided in the Loan Agreement).

B. Debtor has granted to Lender a security interest in all of its personal property and fixtures pursuant to that Security Agreement dated as of the date hereof among Debtor and Lender (as it may be amended or restated, the "**Security Agreement**").

C. Debtor wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Debtor's grant of a security interest to Lender in Debtor's trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Debtor, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. **UCC Security Interest in Registered Trademarks.** As security for the Obligations, Debtor hereby grants to Lender a security interest in the trademark registrations described in Schedule A hereto and of record with the United States Patent and Trademark Office (the "**USPTO**").

2. **Recordation.** Debtor hereby authorizes Lender to record this Agreement with the USPTO.

3. **Other Agreements.** This Agreement is executed to supplement and further evidence the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity.

This Trademark Security Agreement is dated as of the date first written above.

DEBTOR:

EMINESS TECHNOLOGIES, LLC

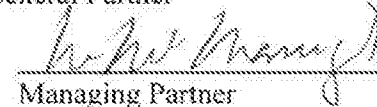
By: 
Name: Daniel Koharko
Title: Chief Executive Officer

This Trademark Security Agreement is dated as of the date first written above.

LENDER:

CCSD II, L.P.,
as a Lender and as Collateral Agent

By: CCSD GP II, LLC,
a Delaware limited liability company,
as General Partner

By: 
Managing Partner

SCHEDULE A

Trademarks

Title	Serial No./Registration No.	Date Filed/Date Issued
Ultra-Sol	85411135/ 4138257	August 30, 2011/ May 8, 2012
Eminess Technologies	76219287/ 2725237	March 2, 2001/ June 10, 2003

[Schedule to Trademark Security Agreement]

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