

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foam Fabricators, Inc.		02/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Group Diversified Holdings LLC		
Street Address:	61 Wilton Road, Second Floor		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1471663	FOAM FABRICATORS	
CORRESPONDENCE DATA			
Fax Number:	5133611201		
<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:	513.361.1200		
Email:	trademark@squirepb.com		
Correspondent Name:	Christina A. Heithaus		
Address Line 1:	Squire Patton Boggs (US) LLP		
Address Line 2:	221 E. Fourth St., Suite 2900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Christina A. Heithaus		
SIGNATURE:	/Christina Heithaus/		
DATE SIGNED:	03/12/2018		
Total Attachments: 5			
source=IP Security Agreement Foam Fab#page1.tif			
source=IP Security Agreement Foam Fab#page2.tif			
source=IP Security Agreement Foam Fab#page3.tif			
source=IP Security Agreement Foam Fab#page4.tif			
source=IP Security Agreement Foam Fab#page5.tif			

CH \$40.00 1471663

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of February 15, 2018, by Foam Fabricators, Inc., a Delaware corporation (the "Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, the Grantor, as borrower ("Borrower"), and Foam Fab Inc., a Delaware corporation, as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Borrower, Co-Borrower and those other parties thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademark identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantor's right, title and interest in the Trademark (listed on Schedule A hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("USPTO") the grant of a security interest in the Trademark pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark granted hereby are more fully set forth in Collateral 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 5. Filing this Security Interest. The party that files this Security Agreement with the USPTO shall: (i) complete accurately, and include as part of such filing, the USPTO's "Recordation Form Cover Sheet" for trademark and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.


Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]

IN TESTIMONY WHEREOF, Grantor and the Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized as of the date first referenced above.

GRANTORS:

FOAM FABRICATORS, INC.

By: 
Name: James K. Hughes
Title: Chief Executive Officer

[Signature page 1 of 2 to Intellectual Property Security Agreement]

SECURED PARTY:

**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**

By: 

Name: Ryan Faulkingham

Title: Chief Financial Officer

[Signature page 2 of 2 to Intellectual Property Security Agreement]

SCHEDULE A

TRADEMARK

Trademark	Registration Number	Owner	Jurisdiction
Foam Fabricators Design Mark	1471663	Foam Fabricators, Inc.	USA