# OF \$465.00 506424

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM473702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
J. Tech Sales, L.L.C.		05/11/2018	Limited Liability Company: FLORIDA

## **RECEIVING PARTY DATA**

Name:	NXT Capital, LLC, as Agent		
Street Address:	191 N. Wacker Dr., 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		

## **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark	
Registration Number:	5064249	J-ZYME	
Registration Number:	5043922	DELIVERING CREATIVE CHEMICAL SOLUTIONS	
Registration Number:	4264681	ES EMULSION SYSTEMS	
Registration Number:	4264297	ES EMULSION SYSTEMS	
Registration Number:	4264296	ES EMULSION SYSTEMS	
Registration Number:	4264295	ES EMULSION SYSTEMS	
Registration Number:	4263825	E-CRYL	
Registration Number:	4263824	E-CRYL	
Registration Number:	4260926	E-CRYL	
Registration Number:	4260925	E-CRYL	
Registration Number:	4223566	EMULSION SYSTEMS	
Registration Number:	4223550	EMULSION SYSTEMS	
Registration Number:	4223549	EMULSION SYSTEMS	
Registration Number:	4223548	EMULSION SYSTEMS	
Registration Number:	4531953	J. TECH SALES	
Registration Number:	4570725	J. TECH SALES	
Registration Number:	3301891	CITRUS OLEO	
Serial Number:	87664689	EMULSION SYSTEMS	

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#### **CORRESPONDENCE DATA**

**Fax Number:** 3128637867

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.

**Phone:** 3128637267

**Email:** jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2:55 E Monroe St., Suite 3300Address Line 4:Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6492.168
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	05/11/2018

#### **Total Attachments: 5**

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#### NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement") made as of this 11th day of May, 2018, by J. Tech Sales, L.L.C., a Florida limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

#### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Third Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of June 30, 2014 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant of Security Interests</u>. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; and
  - (ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks.

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- 3. <u>Governing Law.</u> THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.
- 4. <u>Counterparts</u>. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

J. TECH SALES, L.L.C.

Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC; as Agent

Name: Jeff/Kurtzweil

Title: Director

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## **SCHEDULE 1**

## U.S. FEDERAL TRADEMARK REGISTRATIONS

MARK	SERIAL	STATUS	REGISTRATION	REGIS.	OWNER
	NUMBER		NUMBER	DATE	INFORMATION
J-ZYME	86942796	Registered	5064249	10/18/16	J. Tech Sales, LLC
DELIVERING	86722528	Registered	5043922	9/20/16	J. Tech Sales, LLC
CREATIVE					
CHEMICAL					
SOLUTIONS					
ES EMULSION	85645477	Registered	4264681	12/25/12	J. Tech Sales, LLC
SYSTEMS					
ES EMULSION	85620331	Registered	4264297	12/25/12	J. Tech Sales, LLC
SYSTEMS					
ES EMULSION	85620326	Registered	4264296	12/25/12	J. Tech Sales, LLC
SYSTEMS					
ES EMULSION	85620321	Registered	4264295	12/25/12	J. Tech Sales, LLC
SYSTEMS					
E-CRYL	85606991	Registered	4263825	12/25/12	J. Tech Sales, LLC
E-CRYL	85606971	Registered	4263824	12/25/12	J. Tech Sales, LLC
E-CRYL	85606951	Registered	4260926	12/18/12	J. Tech Sales, LLC
E-CRYL	85606901	Registered	4260925	12/18/12	J. Tech Sales, LLC
EMULSION	85645440	Registered	4223566	10/9/12	J. Tech Sales, LLC
SYSTEMS					
EMULSION	85610587	Registered	4223550	10/9/12	J. Tech Sales, LLC
SYSTEMS					
EMULSION	85610553	Registered	4223549	10/9/12	J. Tech Sales, LLC
SYSTEMS					
EMULSION	85610525	Registered	4223548	10/9/12	J. Tech Sales, LLC
SYSTEMS					
J. TECH SALES	85876232	Registered	4531953	5/20/14	J. Tech Sales, LLC
J. TECH SALES	85876211	Registered	4570725	7/22/14	J. Tech Sales, LLC
CITRUS OLEO	78771365	Registered	3301891	10/2/07	J. Tech Sales, LLC

# U.S. FEDERAL TRADEMARK APPLICATIONS

<u>Trademark Description</u> <u>U.S. Application No.</u> <u>Application Date</u>

EMULSION SYSTEMS 87664689 10/30/17

**RECORDED: 05/11/2018** 

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