

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475093

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
King Technology of Missouri, LLC		05/22/2018	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	200 Bay Street, 12th Floor South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	87304598	TREELIGHT MOUNT
Registration Number:	5065990	INSTA-LIGHT
Registration Number:	5070203	SHOCK ALERT
Registration Number:	5196374	316 IR+
Registration Number:	5078762	SHOCK ALERT
Registration Number:	4933444	L-TOOL
Registration Number:	4619935	KING INNOVATION
Registration Number:	4623687	KING INNOVATION
Registration Number:	4455174	DBR/Y-600
Registration Number:	4581702	DBYN-600
Registration Number:	4512688	I-TOOL
Registration Number:	4403122	KING GRIPS
Registration Number:	4442717	CONTRACTORS' CHOICE
Registration Number:	4403125	DRYCONN
Registration Number:	4477111	K
Registration Number:	4400013	K
Registration Number:	4313242	SYRINGE SUCKER
Registration Number:	4235582	GORILLA NUTS
Registration Number:	3956280	MAX 5 12S

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3783123	LEAK-B-GONE
Registration Number:	3791760	
Registration Number:	3778373	GORILLA NUTS
Registration Number:	3350722	SIPHON KING
Registration Number:	3409700	SMARTGEL
Registration Number:	3342537	SIPHON KING
Registration Number:	3398958	VISILOCK
Registration Number:	3261706	DBSR
Registration Number:	3303229	AL-COP
Registration Number:	3261703	ALUMICONN
Registration Number:	3265582	ALUMICONN
Registration Number:	3034089	KING GRIPS
Registration Number:	2863470	DRYCONN
Registration Number:	2705301	SNAPTAP
Registration Number:	2633211	COMFORT SQUEEZE
Registration Number:	1703021	"ONE-STEP"
Registration Number:	1726997	KING
Registration Number:	1656164	
Registration Number:	1574705	KING DRAINS
Registration Number:	3460317	
Registration Number:	3523140	BLAZING

CORRESPONDENCE DATA

Fax Number:

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: 212-318-6532
Email: alanagramer@paulhastings.com
Correspondent Name: Alana Gramer
Address Line 1: c/o Paul Hastings LLP
Address Line 2: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/ag/
DATE SIGNED:	05/22/2018

Total Attachments: 16

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 22, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by King Technology of Missouri, LLC, a Missouri limited liability company (the “Grantor”) in favor of Royal Bank of Canada, as administrative agent and as collateral agent (together with its successors in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of December 20, 2016 (as supplemented by (i) the First Lien Security Agreement Joinder, dated as of June 5, 2017, by and between Progressive Industries, Inc., a North Carolina corporation and the Administrative Agent and (ii) the First Lien Security Agreement Joinder, dated as of December 1, 2017, by and between Bergen Industries, LLC, a Nevada limited liability company and the Administrative Agent, the “Security Agreement”), by and among Power Products Midco, LLC, a Delaware limited liability company (“Holdings”), Power Products, LLC, a Delaware limited liability company (the “Borrower”), the other Grantors party thereto, and the Administrative Agent, pursuant to which the Grantor has granted a security interest to the Administrative Agent in the IP Collateral (as defined below) and is required to execute and deliver this Agreement. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 20, 2016 (as amended by (i) the First Amendment to First Lien Credit Agreement, dated as of February 2, 2017, by and among the Borrower, the Lenders party thereto and the Administrative Agent, in its capacities as Administrative Agent, as Swingline Lender and as Issuing Bank, (ii) the Second Amendment to First Lien Credit Agreement, dated as of July 6, 2017, among the Borrower, Holdings, the Administrative Agent, the Lenders party thereto and the other parties thereto and (iii) the Third Amendment to First Lien Credit Agreement, dated as of May 22, 2018, by and among the Borrower, the Administrative Agent, and Royal Bank of Canada as a Lender, the “First Lien Credit Agreement”), by and among, Holdings, the Borrower, the Lenders from time to time party thereto, and the Administrative Agent, in its capacities as Administrative Agent, as Swingline Lender and as Issuing Bank. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the First Lien Credit Agreement, as applicable, and the rules of construction set forth in Section 1.03 of the First Lien Credit Agreement apply as if set forth fully herein.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of the Grantor (collectively, the “IP Collateral”; provided, however, that notwithstanding anything to the contrary in this Agreement, the IP Collateral shall not include any Excluded Asset):

- A. all United States Trademark registrations and applications for Trademark registration filed with the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all issued United States Patents and pending Patent applications filed with the United States Patent and Trademark Office listed on Schedule II hereto;

C. all United States Copyright registrations and pending applications for Copyright registration filed with the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the First Lien Credit Agreement, the Collateral shall include, and the Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. *Termination or Release.* (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by the Grantor hereunder shall be automatically released and the Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22, in each case, of the First Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Administrative Agent shall promptly execute (if applicable) and deliver to the Grantor, at the Grantor's expense, all UCC termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that the Grantor shall reasonably request and approve of to evidence and/or effectuate, in each case, such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Administrative Agent or any other Secured Party. The Borrower shall reimburse the Administrative Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the First Lien Credit Agreement.

(c) The Administrative Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Administrative Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. *Counterparts.* This 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 of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE ADMINISTRATIVE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KING TECHNOLOGY OF MISSOURI, LLC,
as an Obligor

By: 
Name: Adam McMahon
Title: Chief Financial Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name: **Rodica Dutka**
Title: **Manager, Agency**



SCHEDULE I



**U.S. TRADEMARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK REGISTRATION**

Trademark	Status	Application No.	Application Date	Registration No.	Registration Date
TREELIGHT MOUNT	Pending	87/304598	1/17/2017		
INSTA-LIGHT	Pending	86/953167	3/25/2016	5065990	10/18/2016
	Registered	86/893487	2/1/2016	5070203	10/25/2016
316 IR+	Registered	86/756193	9/14/2015	5196374	5/2/2017
SHOCK ALERT	Registered	86/569838	3/19/2015	5078762	11/8/2016
L-TOOL	Registered	86/451191	11/11/2014	4933444	4/5/2016
KING INNOVATION	Registered	86/125524	11/21/2013	4619935	10/14/2014
	Registered	86/125576	11/21/2013	4623687	10/21/2014
DBR/Y-600	Registered	86/039565	8/15/2013	4455174	12/24/2013
DBYN-600	Registered	86/039577	8/15/2013	4581702	8/5/2013

Schedule I

I-TOOL	Registered	85/969768	6/25/2013	4512688	4/8/2014
KING GRIPS	Registered	85/842880	2/6/2013	4403122	9/17/2013
CONTRACTORS' CHOICE	Registered	85/842950	2/6/2013	4442717	12/3/2013
DRYCONN	Registered	85/842966	2/6/2013	4403125	9/17/2013
	Registered	85/842978	2/6/2013	4477111	2/4/2014
	Registered	85/842993	2/6/2013	4400013	9/10/2013
SYRINGE SUCKER	Registered	76/711302	4/20/2012	4313242	4/2/2013
GORILLA NUTS	Registered	76/707095	4/4/2011	4235582	11/6/2012
MAX 5 #12S 	Registered	76/701838	3/1/2010	3956280	5/10/2011
LEAK-B-GONE	Registered	76/699132	8/24/2009	3783123	5/4/2010
	Registered	76/694460	11/24/2008	3791760	5/25/2010
GORILLA NUTS	Registered	76/675580	4/17/2007	3778373	4/20/2010

	Registered	76/673995	3/13/2007	3350722	12/11/2007
SMARTGEL	Registered	76/673996	3/13/2007	3409700	4/8/2008
SIPHON KING	Registered	76/673997	3/13/2007	3342537	11/27/2007
VISILOCK	Registered	76/673998	3/13/2007	3398958	3/18/2008
DBSR	Registered	76/659693	5/8/2006	3261706	7/10/2007
AL-COP	Registered	76/655312	2/17/2006	3303229	10/2/2007
ALUMICONN	Registered	76/653128	1/9/2006	3261703	7/10/2007
ALUMICONN	Registered	76/653132	1/9/2006	3265582	7/17/2007
	Registered	76/634778	4/1/2005	3034089	12/27/2005
DRYCONN	Registered	76/493313	2/21/2003	2863470	7/13/2004
SNAPTAP	Registered	76/277552	6/28/2001	2705301	4/8/2003
COMFORT SQUEEZE	Registered	76/268204	6/8/2001	2633211	10/8/2002
ONE-STEP	Registered	74/206984	9/26/1991	1703021	7/28/1992

	Registered	74/176376	6/17/1991	1726997	10/27/1992
	Registered	73/801228	5/19/1989	1656164	9/10/1991
KING DRAINS	Registered	73/800098	5/15/1989	1574705	1/2/1990
YELLOW COUPLING (DES)	Registered	77/152,828	4/10/2007	3460317	4/22/2008
BLAZING	Registered	77/148,663	4/4/2007	3523140	10/28/2008

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

Patent	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
TAP AND SADDLE FOR FORMING A HINGED COUPON	Granted	09/785684	2/16/2001	6510865	1/28/2003
PIPE SADDLE	Granted	10/281833	10/28/2002	6767033	7/27/2004
SADDLE TEE AND TAP FOR IRRIGATION LINES	Granted	10/619093	7/14/2003	7150476	12/19/2006
ELECTRICAL CONNECTOR	Granted	29/265293	8/29/2006	D575738	8/26/2008
ELECTRICAL CONNECTOR	Granted	29/265294	8/29/2006	D575230	8/19/2008
ELECTRICAL CONNECTOR FOR USE IN CONNECTING WIRES	Granted	11/173786	7/1/2005	7335050	2/26/2008
ELECTRICAL CONNECTORS AND METHODS OF CONNECTING	Granted	11/877543	10/23/2007	7806718	10/5/2010
FITTINGS FOR IRRIGATION SYSTEMS	Granted	14/947822	11/20/2015	9938680	4/10/2018
FITTINGS AND CONNECTORS FOR IRRIGATION	Published	15/480261	4/5/2017		

Schedule III

SYSTEMS					
DRAIN FITTINGS FOR IRRIGATION SYSTEMS	Granted	14/691071	4/20/2015	9835282	12/5/2017
ELECTRICAL CONNECTORS	Granted	13/667218	11/2/2012	9035184	5/19/2015
ELECTRICAL CONNECTORS	Granted	14/715094	5/18/2015	9614297	4/4/2017
CUTTING ASSEMBLIES FOR USING IN CUTTING TUBING	Granted	13/667232	11/2/2012	9566716	2/14/2017
FITTINGS CONNECTABLE TO END PORTIONS OF PIPES AND RELATED METHODS	Granted	13/416281	3/9/2012	8596691	12/3/2013
PIPE FITTINGS WITH INSERT RETAINING SEALS AND RELATED METHODS	Granted	13/465163	5/7/2012	9297486	3/29/2016
FITTINGS FOR SEALED RETENTION TO END PORTIONS OF PIPES AND RELATED METHODS	Granted	13/627265	9/26/2012	8662541	3/4/2014
PIPE-FITTING WITH ADAPTOR ASSEMBLY AND RELATED METHODS	Granted	13/656211	10/19/2012	9593789	3/14/2017
TUBULAR PIPE FITTING INSERT WITH INTERIOR REINFORCEMENT RIBS	Published	15/049429	2/22/2016		

PIPE-FITTING WITH ADAPTOR ASSEMBLY AND RELATED METHODS	Published	15/426753	2/7/2017		
FITTINGS CONNECTABLE TO END PORTIONS OF PIPES AND RELATED METHODS	Granted	11/868231	10/5/2007	8172276	5/8/2012
INSERT PORTION OF A PIPE FITTING	Granted	29/415421	3/9/2012	D709994	7/29/2014
SELF-TAPPING TEE	Granted	09/809947	3/16/2001	6357472	3/19/2002
SELF-TAPPING TEE	Granted	09/434729	11/5/1999	6216723	4/17/2001
WATERPROOF WIRE CONNECTOR	Granted	09/098851	6/17/1998	6051791	4/18/2000
SADDLE TEE, SADDLE TEE AND TAP, AND FLUID CONNECTION FOR IRRIGATION LINES	Granted	10/138711	5/3/2002	6773036	8/10/2004
SADDLE TEE AND TAP FOR IRRIGATION	Granted	10/138715	5/3/2002	6986532	1/17/2006

LINES					
PIPE AND TUBING CUTTER	Granted	10/000936	11/2/2001	6658738	12/9/2003
PIPE CUTTER	Granted	29/405,600	11/3/2011	D694603	12/3/2013
DRAINAGE VALVE PIPE TAP ASSEMBLY	Granted	10/005258	12/3/2001	6681796	1/27/2004
TWIST-ON WIRE CONNECTOR	Granted	10/307740	12/3/2002	6878880	4/12/2005
WIRE CONNECTOR	Granted	10/724980	12/2/2003	7044776	5/16/2006
COMBO DRAIN	Granted	29/236849	8/23/2005	D568450	5/6/2008
DIRECT BURY SPLICE KIT	Granted	12/077267	3/18/2008	7763801	7/27/2010
SHOCK DETECTOR	Published	14/499165	4/5/2016	2017-0287306	10/5/2017
JUNCTION FAILURE INHIBITING CONNECTOR	Granted	13/986,411	4/29/2013	9172167	10/27/2015
EPIDERMAL FRIENDLY TWIST-ON WIRE CONNECTOR METHOD	Granted	13/815,591	3/12/2013	9331445	5/3/2016

ELECTRICAL CONNECTING ASSEMBLIES AND RELATED METHODS	Granted	14/947,755	11/20/2015	9627795	4/18/2017
FENESTRATED TIP FOR SPIKE TAP OF AN IRRIGATION FITTING	Granted	29/509,921	11/21/2014	D778410	2/7/2017
FENESTRATED TIP FOR SPIKE TAP OF AN IRRIGATION FITTING	Granted	29/546,354	11/20/2015	D783132	4/4/2017
FENESTRATED TIP FOR SPIKE TAP OF AN IRRIGATION FITTING	Granted	29/529,931	2/3/2017	D797904	9/19/2017
FITTINGS FOR PIPES, AND PRESSES FOR INSTALLING THE FITTINGS TO PIPES	Granted	14/568,952	12/12/2014	D9599268	3/21/2017
FENESTRATED TIP FOR A SPIKE TAG OF AN IRRIGATION FITTING	Pending – Not published	29/599,427	4/3/2017		
BATTERY POWERED LED	Pending	14/998750	8/10/2017		

SET UP STAND					
REUSABLE LED LANDSCAPE TOOL AND METHOD	Pending	15/330451	9/22/2016		

SCHEDULE III

**U.S. COPYRIGHT REGISTRATIONS AND
APPLICATIONS FOR COPYRIGHT REGISTRATION**

None.