# OP \$65.00 5023848

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM478367

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aqua Sun Zone, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Twin Brook Capital Partners, LLC, as Agent	
Street Address:	111 S. Wacker Drive	
Internal Address:	36th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5023848	AQUANOVA
Registration Number:	4629827	THE OZONE OTTER

### **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:** 3128637141

**Email:** kristen.lange@goldbergkohn.com

**Correspondent Name:** Kristen N. Lange, Paralegal c/o Goldberg Kohn, Ltd.

**Address Line 2:** 55 E. Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.022
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	06/18/2018

**Total Attachments: 5** 

source=GKLIB16-#9642176-v3-TwinBrook\_CMP\_-\_Trademark\_Security\_Agreement\_(Aqua\_S #page1.tif

TRADEMARK REEL: 006355 FRAME: 0854 source=GKLIB16-#9642176-v3-TwinBrook\_CMP\_-\_Trademark\_Security\_Agreement\_(Aqua\_S #page2.tif source=GKLIB16-#9642176-v3-TwinBrook\_CMP\_-\_Trademark\_Security\_Agreement\_(Aqua\_S #page3.tif source=GKLIB16-#9642176-v3-TwinBrook\_CMP\_-\_Trademark\_Security\_Agreement\_(Aqua\_S #page4.tif source=GKLIB16-#9642176-v3-TwinBrook\_CMP\_-\_Trademark\_Security\_Agreement\_(Aqua\_S #page5.tif

TRADEMARK REEL: 006355 FRAME: 0855

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2018, by AQUA SUN ZONE, LLC, a Delaware limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 25, 2017 by and among Custom Molded Products, LLC, a Delaware limited liability company ("CMP"), Century Composites of Georgia, LLC, a Georgia limited liability company ("CCG"), Shenandoah Manufacturing, LLC, a Georgia limited liability company ("Shenandoah"), Del Ozone Holding Company, Inc., a California corporation ("Ozone"), Del Industries, a California corporation ("Industries"), and Del Agricultural, Inc., a California corporation ("Agricultural" and together with CMP, CCG, Shenandoah, Ozone and Industries, each a "Borrower" and collectively, the "Borrowers"), Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as amended prior to the date hereof and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of the Grantor and the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of August 25, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks including those referred to on Schedule I hereto:

TRADEMARK
REEL: 006355 FRAME: 0856

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.
- 3. <u>COLLATERAL AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

-2-

IN WITNESS WHEREOF, 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.

AQUA SUN ZONE, LLC, a Delaware limited liability

company

Name: Gabriel Wood

Title: Secretary

# ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,

as Agent

Name: Drew Guyette

Title: Chief Credit Officer

# SCHEDULE I to TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
AQUANOVA	5023848	8/16/16	Aqua Sun Zone, LLC
THE OZONE OTTER	4629827	10/28/14	Aqua Sun Zone, LLC

TRADEMARK REEL: 006355 FRAME: 0860

**RECORDED: 06/18/2018**