

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AramSCO Holdings, Inc.		08/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	4327208	1ST POLY	
Registration Number:	1294531	A ARAMSCO	
Registration Number:	4263513	AEGIS	
Registration Number:	4186246	AEGIS	
Registration Number:	2410726	AQUA-AIR	
Registration Number:	2343452	AQUA-AIR WET/DRY	
Registration Number:	2307568	ARAMSCO	
Registration Number:	4373241	BACTI BARRIER	
Registration Number:	4199757	BACTI BARRIER	
Registration Number:	1389573	BRIDGEPOINT	
Registration Number:	3129252	BRIDGEPOINT SYSTEMS	
Registration Number:	4875130	BUYER'S ADVANTAGE NETWORK	
Registration Number:	2481863	CHEMSAFE	
Registration Number:	4864387	DRAGON SKIN	
Registration Number:	4864386	DRAGON SKIN	
Registration Number:	4753101	E-Z EXTRACT	
Registration Number:	4753103	E-Z EXTRACT	
Registration Number:	4753102	FREE OUT	
Registration Number:	4753104	FREE OUT	

CH \$1190.00 4327208

Property Type	Number	Word Mark
Registration Number:	1972852	GRANDI BRUSH
Registration Number:	2740053	GRANDI GROOM
Registration Number:	4154670	GREEN BALANCE
Registration Number:	1819955	HANDI BRUSH
Registration Number:	1586548	HANDI GROOM
Registration Number:	4398745	HYDRO-FORCE
Registration Number:	4616588	INTERLINK SUPPLY
Registration Number:	4706956	INTERLINKSUPPLY
Registration Number:	4789865	INTERLINKSUPPLY
Registration Number:	5302355	PACK-IT
Registration Number:	1218143	PERKY
Registration Number:	2294221	PERKY BRUSH
Registration Number:	1260739	PERKY SPOTTER
Registration Number:	4749358	PRE-PHIX
Registration Number:	4749356	PRE-PHIX
Registration Number:	4080249	RAM-TACK
Registration Number:	2418027	REVOLUTION
Registration Number:	4084365	SHIELDTECH
Registration Number:	3998781	SHIELDTECH
Registration Number:	4029309	SYCLONE
Registration Number:	3475809	TES
Registration Number:	2540435	TRI-TUFF
Registration Number:	5042201	TRUBRAND
Registration Number:	3048707	WATER CLAW
Registration Number:	1247588	WHIZGROOM
Registration Number:	5292424	X-GUARD
Serial Number:	88027971	OMNIDRY
Serial Number:	88028249	OMNIPRO

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	65241-30430
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/11/2018

Total Attachments: 6

source=AramSCO - Trademark Security Agreement (executed) 235296304_1#page1.tif
source=AramSCO - Trademark Security Agreement (executed) 235296304_1#page2.tif
source=AramSCO - Trademark Security Agreement (executed) 235296304_1#page3.tif
source=AramSCO - Trademark Security Agreement (executed) 235296304_1#page4.tif
source=AramSCO - Trademark Security Agreement (executed) 235296304_1#page5.tif
source=AramSCO - Trademark Security Agreement (executed) 235296304_1#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2018 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ANTARES CAPITAL LP, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of August 28, 2018 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all personal property of such Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to

Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF 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 (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.


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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARAMSCO HOLDINGS, INC.

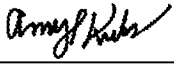
By: 
Name: Richard Salerno
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006461 FRAME: 0933

Accepted and Agreed:

ANTARES CAPITAL LP, as Collateral Agent

By: 

Name: Amy Krebs

Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Mark	Office	Serial Number	Date Filed	Reg. Number	Reg. Date
1st Poly	US	85651774	6/14/2012	4327208	4/30/2013
A Aramsco (plus design)	US	73428577	6/2/1983	1294531	9/11/1984
Aegis (Class 05)	US	85497280	12/16/2011	4263513	12/25/2012
Aegis (Class 09)	US	85497263	12/16/2011	4186246	8/7/2012
Aqua-Air	US	75891696	1/7/2000	2410726	12/5/2000
Aqua-Air Wet/Dry	US	75714645	5/27/1999	2343452	4/18/2000
Aramsco	US	75613936	12/30/1998	2307568	1/11/2000
Bacti Barrier (plus Design)	US	85549269	2/22/2012	4373241	7/23/2013
Bacti Barrier	US	85353768	2/22/2012	4199757	8/28/2012
Bridgepoint	US	73551548	8/30/1984	1389573	6/4/1985
Bridgepoint Systems	US	78667349	7/11/2005	3129252	8/15/2006
Buyer's Advantage Network	US	86255563	4/17/2014	4875130	12/22/2015
Chemsafe	US	75929076	2/28/2000	2481863	8/28/2001
Dragon Skin (Stylized)	US	86447483	11/6/2014	4864387	12/1/2015
Dragon Skin	US	86447474	11/6/2014	4864386	12/1/2015
E-Z Extract	US	86254783	4/17/2014	4753101	6/9/2015
E-Z Extract (Stylized)	US	86255202	4/17/2014	4753103	6/9/2015
Free Out	US	86254789	4/17/2014	4753102	6/9/2015
Free Out (Stylized)	US	86255224	4/17/2014	4753104	6/9/2015
Grandi Brush	US	74677362	5/19/1995	1972852	5/7/1996
Grandi Groom	US	76444213	8/23/2002	2740053	7/22/2003
Green Balance	US	85077381	7/2/2010	4154670	6/5/2012
Handi Brush	US	74373841	3/31/1993	1819955	2/8/1994
Handi Groom	US	73813256	7/18/1989	1586548	3/13/1990
Hydro-Force	US	85692294	8/1/2012	4398745	9/10/2013
Interlink Supply	US	86169959	1/20/2014	4616588	10/7/2014
Interlinksupply (Class 3)	US	86274598	5/7/2014	4706956	3/24/2015
Interlinksupply (Class 35)	US	86485318	12/18/2014	4789865	8/11/2015
Omnidry	US	88027971	7/6/2018		
Omnipro	US	88028249	7/6/2018		
Pack-It	US	86938886	3/14/2016	5,302,355	10/3/2017
Perky	US	73348494	2/3/1982	1218143	11/30/1982
Perky Brush	US	75506089	6/22/1998	2294221	11/23/1999
Perky Spotter	US	73385741	9/15/1982	1260739	12/13/1983
Pre-Phix (Stylized)	US	86255277	4/17/2014	4749358	6/2/2015
Pre-Phix	US	86254810	4/17/2014	4749356	6/2/2015

Mark	Office	Serial Number	Date Filed	Reg. Number	Reg. Date
Ram-Tack	US	85353061	6/22/2011	4080249	1/3/2012
Revolution	US	75520265	7/14/1998	2418027	1/2/2001
Shieldtech (Plus Design)	US	77832071	9/22/2009	4084365	1/10/2012
Shieldtech	US	77831987	9/22/2009	3998781	7/19/2011
Syclone	US	77832057	9/22/2009	4029309	9/20/2011
TES	US	77351096	12/13/2007	3475809	7/29/2008
Tri-Tuff	US	76287761	7/19/2001	2540435	2/19/2002
TruBrand	US	86626243	5/12/2015	5042201	9/13/2016
Water Claw	US	78353778	1/19/2004	3048707	1/24/2006
Whizgroom	US	73348530	2/3/1982	1247588	8/9/1983
X-Guard	US	87097848	7/8/2016	5292424	9/19/2017