

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PHOENIX PRODUCTS, LLC		01/18/2019	Limited Liability Company: DELAWARE
PHOENIX OVENS INTERNATIONAL, LLC		01/18/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	GARMARK SBIC FUND II, L.P.
Street Address:	One Landmark Square
Internal Address:	6th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	5382499	
Registration Number:	4828984	
Registration Number:	4599052	BRIGHT LIGHT SYSTEMS
Serial Number:	88155184	COMMAND FLOOD
Serial Number:	88177948	DANGER LIGHT
Registration Number:	0846627	DOCKLITE
Registration Number:	0615214	DRYROD
Registration Number:	5464201	DRYROD
Registration Number:	2246587	DRYWIRE
Registration Number:	4784657	DURABILITY BY DESIGN
Registration Number:	4724917	DURABILITY X DESIGN
Registration Number:	5475643	DURABILITY X DESIGN
Registration Number:	4539983	ECOMOD
Registration Number:	4183237	MODCOM
Registration Number:	2666144	PHOENIX
Registration Number:	4736266	PHOENIX

OP \$665.00 5382499

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2476325	PHOENIX INTERNATIONAL
Registration Number:	5382498	PHOENIX INTERNATIONAL
Registration Number:	4838340	PHOENIX TERMINAL SOLUTIONS
Registration Number:	3865552	PRO-5
Registration Number:	2404797	SAFETUBE
Registration Number:	1563227	SNAPLIGHT
Serial Number:	88236543	SNAPLIGHT
Registration Number:	4650460	STURDILED
Registration Number:	0533142	STURDILITE
Registration Number:	5233840	THE PHOENIX COMPANY

CORRESPONDENCE DATA

Fax Number: 2033255001

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: 2033255049

Email: mholmes@fdh.com

Correspondent Name: Matthew Holmes

Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER: Matthew Holmes

SIGNATURE: /Matthew Holmes/

DATE SIGNED: 01/23/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 18, 2019, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GarMark SBIC Fund II, L.P. a Delaware limited liability company, as purchaser (together with its successors and/or assigns, "Purchaser").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of January 18, 2019 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Note Purchase Agreement"), by and among Phoenix Products, LLC and Phoenix Ovens International, LLC, each a Delaware limited liability company (collectively the "Issuers" and individually a "Issuer"), the other Note Parties party thereto, and Purchaser. Purchaser has agreed to purchase the Note issued by the Issuers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement dated as of January 18, 2019 in favor of Purchaser (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to secure the Obligations of the Note Parties; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchaser to enter into the Note Purchase Agreement and to induce the Purchaser to purchase the Note thereunder, each Grantor hereby agrees with Purchaser as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement or the Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Purchaser, and grants to Purchaser a Lien on and security interest in all of its right, title and interest in and to the Trademarks, including without limitation, the Trademarks set forth on Schedule I hereto, and all proceeds and products thereof (the "Trademark Collateral").

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Purchaser pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Purchaser 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 of any conflict between any provision of the Security Agreement and any provision of this Agreement, the provisions of the Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder, in accordance with the terms of the Security Agreement.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by electronic transmission (including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

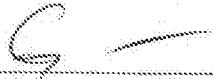
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York (without regard to its conflicts of laws rules).

Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Purchaser pursuant to this Agreement and the exercise of certain rights or remedies by Purchaser hereunder are subject to the provisions of the Intercreditor Agreement. With respect to such matters, in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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.

PHOENIX PRODUCTS, LLC
as Grantor

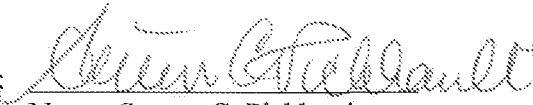
By: 
Name: G. Lawrence Bero
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - NOTE PURCHASE AGREEMENT]

TRADEMARK
REEL: 006533 FRAME: 0873

ACCEPTED AND AGREED
as of the date first above written:

GARMARK SBIC FUND II, L.P., a Delaware limited partnership
By: **GARMARK SBIC ASSOCIATES II LLC**, its General Partner

By: 

Name: Steven C. Pickhardt
Title: Managing Partner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
3 CIRCLES Design	Phoenix Products, LLC	4/14/2017	Registered	5382499
ARROWS IN A CIRCLE Design	Phoenix Products, LLC	1/12/2015	Registered	4828984
BRIGHT LIGHT SYSTEMS	Phoenix Products, LLC	8/2/2013	Registered	4599052
COMMAND FLOOD	Phoenix Products, LLC	10/15/2018	Pending	88155184
DANGER LIGHT	Phoenix Products, LLC	11/1/2018	Pending	88177948
DOCKLITE	Phoenix Products, LLC	3/2/1967	Registered and Renewed	846627
DOCKLITE	Phoenix Products, LLC	4/23/1993	Registered	431545 (Canada)
DRY ROD	Phoenix Products, LLC	11/30/1953	Registered and Renewed	615214
DRY ROD	Phoenix Products, LLC	9/28/2017	Registered	5464201
DRY ROD	Phoenix Products, LLC	3/11/1982	Registered	276700 (Canada)
DRY ROD	Phoenix Products, LLC	4/30/1999	Registered	1495283 (China)
DRY ROD	Phoenix Products, LLC	12/21/1992	Registered	436948 (Mexico)
DRYWIRE	Phoenix Products, LLC	6/6/1997	Registered and Renewed	2246587
DURABILITY BY DESIGN	Phoenix Products, LLC	9/9/2014	Registered	4784657
DURABILITY BY DESIGN	Phoenix Products, LLC	9/12/2014	Registered	1646676 (Australia)
DURABILITY BY DESIGN	Phoenix Products, LLC	9/11/2014	Registered	970326 (Canada)
DURABILITY X DESIGN	Phoenix Products, LLC	1/17/2014	Registered	4724917
DURABILITY X DESIGN (& Design)	Phoenix Products, LLC	11/28/2017	Registered	5475643
ECOMOD	Phoenix Products, LLC	4/25/2013	Registered	4539983
MODCOM	Phoenix Products, LLC	12/12/2011	Registered	4183237
MODCOM	Phoenix Products, LLC	6/7/2012	Registered	1495657 (Australia)
PHOENIX	Phoenix Products, LLC	12/13/2001	Registered and Renewed	2666144

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
PHOENIX	Phoenix Products, LLC	3/12/1982	Registered	278775 (Canada)
PHOENIX	Phoenix Products, LLC	7/28/2014	Registered	1225641 (International)
PHOENIX	Phoenix Products, LLC	12/21/1992	Registered	461426 (Mexico)
PHOENIX (Stylized)	Phoenix Products, LLC	1/17/2014	Registered	4736266
PHOENIX 100	Phoenix Products, LLC	11/24/1992	Registered	433647 (Canada)
PHOENIX INTERNATIONAL & Design	Phoenix Products, LLC	3/23/1999	Registered and Renewed	2476325
PHOENIX INTERNATIONAL (& Design)	Phoenix Products, LLC	4/14/2017	Registered	5382498
PHOENIX TERMINAL SOLUTIONS	Phoenix Products, LLC	1/12/2015	Registered	4838340
PRO-5	Phoenix Ovens International, LLC	8/5/2009	Registered	3865552
SAFETUBE	Phoenix Products, LLC	1/26/1999	Registered and Renewed	2404797
SNAPLIGHT	Phoenix Products, LLC	10/24/1988	Registered and Renewed	1563227
SNAPLIGHT	Phoenix Products, LLC	12/20/2018	Pending	88236543
STURDILED	Phoenix Products, LLC	2/12/2014	Registered	4650460
STURDLITE	Phoenix Products, LLC	5/28/1949	Registered and Renewed	533142
THE PHOENIX COMPANY and Design	Phoenix Products, LLC	6/30/2016	Registered	5233840

2. TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
DRY ROD	Phoenix Products, LLC	10/6/2017	Application	1861483 (Canada)
DRY ROD	Phoenix Products, LLC	3/14/2018	International Application	A0074304

3. TRADEMARK LICENSES

None.