

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESINTECH, INC.		01/28/2019	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	GOOD HILL PARTNERS LP, AS ADMINISTRATIVE AGENT		
Street Address:	One Greenwich Office Park		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06831		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5136395	RESINTECH	
Registration Number:	5519110	MIST-X	
Registration Number:	2037210	RESINTECH	
Serial Number:	88064035	RESINTECH	
Serial Number:	88063991	ARIES FILTERWORKS	
CORRESPONDENCE DATA			
Fax Number:	9175229922		
<i>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.</i>			
Phone:	212-735-8622		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Bruce P. Levine		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	026531.0004(BLevine)		
NAME OF SUBMITTER:	Bruce P. Levine		
SIGNATURE:	/Bruce P. Levine/		
DATE SIGNED:	02/01/2019		

CH \$140.00 5136395

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of January 28, 2019, by each of the entities listed on the signature pages hereof (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of GOOD HILL PARTNERS LP, as administrative agent (the “**Administrative Agent**”) for the Lenders (collectively, the “**Secured Parties**”) in connection with the Loan Agreement referred to below.

WITNESSETH

WHEREAS, pursuant to that certain Term Loan Agreement dated as of the date hereof (as amended, restated, supplemented or modified and in effect from time to time, the “**Loan Agreement**”), among **1828 REALTY ASSOCIATES, LLC**, a New Jersey limited liability company (“**1828 Realty**”), **ACTION-PAK, INC.**, a Pennsylvania corporation (“**API**”), **ACTION PAK OF BALTIMORE, LLC**, a Maryland limited liability company (“**APOB**”), **RESINTECH, INC.**, a New Jersey corporation (“**RTP**”, and together with 1828 Realty, API, and APOB, the “**Borrowers**”), the Lenders party thereto from time to time and the Administrative Agent, the Lenders have agreed to make a term loan to the Borrowers; and

WHEREAS, the obligation of each of the Lenders to make such term loan is subject to the condition, among others, that each Grantor execute and deliver this Agreement and grant the Lien in favor of the Administrative Agent for the benefit of the Secured Parties as hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Obligations, each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, a continuing security interest in and to all of its right, title and interest in and to the following property, whether now owned or existing or hereafter acquired or arising (the “**Trademark Collateral**”):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and, in each case, all goodwill associated therewith, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise (but excluding any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability of, or render void or result in

the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law), and all common-law rights relating to the foregoing and all applications filed in connection therewith, including, but not limited to, those referred to on Schedule I attached hereto (each, a “**Trademark**”);

(b) all reissues, extensions or renewals of the foregoing;

(c) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark;

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect or otherwise recover, any such damages.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent, for the benefit of the Secured Parties, in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the other Collateral Documents. Such other Collateral Documents (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their respective terms.

SECTION 4. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a

signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with, the law of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

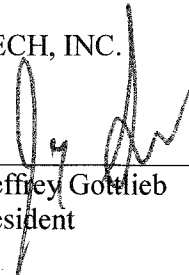
GRANTORS:

RESINTECH, INC.

By: _____

Name: Jeffrey Gottlieb

Title: President

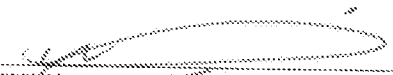
A handwritten signature in black ink, appearing to read 'Jeffrey Gottlieb', is written over a horizontal line. The signature is stylized and cursive.

Acknowledged and agreed to as of the date first above written.

ADMINISTRATIVE AGENT:

GOOD HILL PARTNERS LP

By: _____


Name: William Haut

Title: Chief Financial Officer and Chief
Operations Officer

SCHEDULE I – TRADEMARK SCHEDULE

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration/ Filing Date</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Owned/ Licensed</u>
ResinTech, Inc.	ResinTech (plus design)	5,136,395	2/7/2017	U.S.	Registered	Owned
ResinTech, Inc.	RESINTECH	1 420 271	6/29/2018	China, EU, India	Registered	Owned
ResinTech, Inc.	MIST-X	5519110	7/17/2018	U.S.	Registered	Owned
ResinTech, Inc.	RESINTECH	2037210	2/11/1997	U.S.	Registered	Owned
ResinTech, Inc.	RESINTECH LOGO	Pending	Pending	U.S.	Date Filed: 8/3/18 Serial No. 88064035	
ResinTech, Inc.	ARIES FILTERWORKS	Pending	Pending	U.S.	Date Filed: 8/3/18 Serial No. 88063991	
ResinTech, Inc.	No verbal elements	Pending	Pending	INT'L BUREAU (WIPO)	Date Filed: 1/10/2019 Serial No. 12688	
ResinTech, Inc.	RESINTECH	Pending	Pending	INT'L BUREAU (WIPO)	Date Filed: 1/10/2019 Serial No. 12715	