

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEPTUNE RESEARCH, LLC		02/01/2019	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS AGENT		
Street Address:	500 W MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5172188	CHALLENGE EVERYTHING	
Registration Number:	4784785	INNOVATIVE COMPOSITE SOLUTIONS	
Registration Number:	3835695	NRI	
Registration Number:	4225796	NRI QUALITY. RELIABILITY. INTEGRITY	
Registration Number:	4664769	SCAR GUARD	
Registration Number:	5251730	STEEL-WRAP	
Registration Number:	3955676	SYNTHO GLASS XT	
Registration Number:	3959286	SYNTHO SLEEVE	
Registration Number:	1287083	SYNTHO-GLASS	
Registration Number:	4117956	THE RESINATOR	
Registration Number:	4983306	THERMO-WRAP	
Registration Number:	4253009	TITAN	
Registration Number:	3955661	TRIDENT SEAL	
Registration Number:	3955662	TRIDENT WRAP	
Registration Number:	4074911	VIPER-SKIN	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8208
Email: alana.hernandez@kattenlaw.com
Correspondent Name: ALANA HERNANDEZ C/O KATTEN MUCHIN
Address Line 1: 525 W MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:	ALANA HERNANDEZ
SIGNATURE:	/ALANA HERNANDEZ/
DATE SIGNED:	02/01/2019

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2019, is made by Neptune Research, LLC, a Florida limited liability company (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of February 1, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Composite Technology Acquisition Corp., a Delaware corporation, the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of February 1, 2019 in favor of the Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.


Counterparts. This Trademark Security 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.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

NEPTUNE RESEARCH, LLC, as Grantor

By: 
Name: Matthew Boucher
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Adam Chalmers



Name: Adam Chalmers


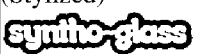
Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
SYNTHO-GLASS (Stylized) 	Australia	425035	10-Apr-1985	425035	24-Feb-1989	Neptune Research, Inc.
SCAR-GUARD	Australia International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS	Australia International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
SCAR-GUARD	Bahrain International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS	Benelux International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
SYNTHO-GLASS	Brazil	830540105	02-Mar-2010	830540105	21-Aug-2018	Neptune Research, Inc.
THERMO-WRAP	Brazil	911152180	08-Jun-2016	911152180	10-Apr-2018	Neptune Research, Inc.
VIPER-SKIN	Brazil	840503628	02-May-2013	840503628	10-Feb-2016	Neptune Research, Inc.
SYNTHO-GLASS (Stylized) 	Canada	525967	26-Jul-1984	TMA322783	16-Jan-1987	Neptune Research, Inc.
SCAR-GUARD	China International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS	China International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
NRI THERMO-WRAP	European Union	16024366	11-Nov-2016	16024366	12-Apr-2017	Neptune Research, Inc.
TITAN (Stylized) 	European Union	11102837	07-Aug-2012	11102837	03-Jan-2013	Neptune Research, Inc.
VIPER-SKIN	European Union	11766474	24-Apr-2013	11766474	17-Sep-2013	Neptune Research, Inc.

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
SCAR-GUARD	European Union International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS	European Union International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
SCAR-GUARD	India International Register	IN 3568644		IR 1348541	15-Mar-2017	Neptune Research, LLC
SCAR-GUARD	Iran International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS (Katakana) シンソガラス	Japan	H11-001260	08-Jan-1999	4359174	04-Feb-2000	Neptune Research, Inc.
THERMO-WRAP	Japan	2014-002049	15-Jan-2014	5679227	20-Jun-2014	Neptune Research, Inc.
VIPER-SKIN	Japan	2014-002048	15-Jan-2014	5679226	20-Jun-2014	Neptune Research, Inc.
XT and Design 	Japan	2014-002050	15-Jan-2014	5697755	29-Aug-2014	Neptune Research, Inc.
SCAR-GUARD	Mexico International Register	MX 1901344		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS	Norway International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
SCAR-GUARD	Oman International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SCAR-GUARD	Russia International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS	Russia International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
SYNTHO-GLASS	Singapore International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
SYNTHO-GLASS	South Africa	2009/25135	09-Dec-2009	2009/25135	16-Aug-2012	Neptune Research, Inc.
SYNTHO-GLASS (Stylized) 	South Africa	2009/25136	09-Dec-2009	2009/25136	24-Aug-2012	Neptune Research, Inc.

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TITAN (Stylized) TITAN	South Africa	2012/21231	07-Aug-2012	2012/21231	26-Sep-2014	Neptune Research, Inc.
SYNTHO-GLASS	South Korea	40-2010-0025295	12-May-2010	40-0888546	04-Nov-2011	Neptune Research, Inc.
TITAN (Stylized) TITAN	South Korea	40-2012-0050154	08-Aug-2012	40-1038460	21-May-2014	Neptune Research, Inc.
SYNTHO-GLASS	Switzerland International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
SYNTHO-GLASS	Turkey International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC
CHALLENGE EVERYTHING	U.S.	86/677314	29-Jun-2015	5172188	28-Mar-2017	Neptune Research, LLC
INNOVATIVE COMPOSITE SOLUTIONS	U.S.	86/433733	24-Oct-2014	4784785	04-Aug-2015	Neptune Research, LLC
NRI and Design NRI	U.S.	77/550052	19-Aug-2008	3835695	17-Aug-2010	Neptune Research, LLC
NRI QUALITY. RELIABILITY. INTEGRITY and Design NRI <small>QUALITY. RELIABILITY. INTEGRITY.</small>	U.S.	85/599460	17-Apr-2012	4225796	16-Oct-2012	Neptune Research, LLC
SCAR-GUARD	U.S.	86/161100	09-Jan-2014	4664769	30-Dec-2014	Neptune Research, LLC
STEEL-WRAP	U.S.	86/771822	29-Sep-2015	5251730	25-Jul-2017	Neptune Research, LLC
SYNTHO GLASS XT and Design SYNTHO•GLASS XT	U.S.	77/931523	09-Feb-2010	3955676	03-May-2011	Neptune Research, LLC
SYNTHO SLEEVE and Design SYNTHO•SLEEVE	U.S.	77/953924	09-Mar-2010	3959286	10-May-2011	Neptune Research, LLC
SYNTHO-GLASS	U.S.	73/428621	03-Jun-1983	1287083	24-Jul-1984	Neptune Research, LLC
THE RESINATOR and Design THE RESINATOR	U.S.	85/370187	13-Jul-2011	4117956	27-Mar-2012	Neptune Research, LLC
THERMO-WRAP	U.S.	86/843336	09-Dec-2015	4983306	21-Jun-2016	Neptune Research, LLC
TITAN (Stylized) TITAN	U.S.	85/547985	21-Feb-2012	4253009	04-Dec-2012	Neptune Research, LLC

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TRIDENT SEAL and Design TRIDENT•SEAL	U.S.	77/930079	08-Feb-2010	3955661	03-May-2011	Neptune Research, LLC
TRIDENT WRAP and Design TRIDENT•WRAP	U.S.	77/930082	08-Feb-2010	3955662	03-May-2011	Neptune Research, LLC
VIPER-SKIN	U.S.	85/107921	16-Aug-2010	4074911	20-Dec-2011	Neptune Research, LLC
SCAR-GUARD	WIPO International Register	A0065642		IR 1348541	15-Mar-2017	Neptune Research, LLC
SYNTHO-GLASS	WIPO International Register	A0067310		IR 1357178	26-May-2017	Neptune Research, LLC

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Owner</u>
SCAR-GUARD	Brazil	912604581	19-Apr-2017	Neptune Research, LLC
SYNTHO GLASS XT and Design SYNTHO•GLASS XT	Brazil	830540113	02-Mar-2010	Neptune Research, Inc.
SCAR-GUARD	Canada	1829225	24-Mar-2017	Neptune Research, LLC