

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM508346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COWBOY ACQUISITION, LLC		02/01/2019	Limited Liability Company: DELAWARE
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3495266	DIAMOND WRAP	
Registration Number:	3322311	BLACK DIAMOND	
Registration Number:	2989146	DIAMOND WRAP	
Registration Number:	4096532	RHINOWRAP	
Registration Number:	5429114	FIELDWRAP	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	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: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2019, is made by Cowboy Acquisition, LLC, a Delaware 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.

W I T N E S S E T H:

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.

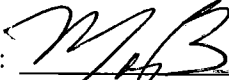
Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages 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.

COWBOY ACQUISITION, LLC, as Grantor

By: 
Name: Matthew Boucher
Title: Chief Executive Officer

Trademark Security Agreement (Cowboy Acquisition)

TRADEMARK
REEL: 006547 FRAME: 0791

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: 

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>
DIAMOND WRAP	US	77355357	12/19/2007	3495266	09/02/2008	COWBOY ACQUISITION, LLC
BLACK DIAMOND	US	77009563	09/28/2006	3322311	10/30/2007	COWBOY ACQUISITION, LLC
DIAMOND WRAP	US	78360410	01/30/2004	2989146	08/30/2005	COWBOY ACQUISITION, LLC
RHINOWRAP	US	77748734	06/01/2009	4096532	02/07/2012	COWBOY ACQUISITION, LLC
FIELDWRAP	US	87096169	07/07/2016	5429114	03/20/2018	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Belarus	20075019	12/27/2007	35600	04/18/2011	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Belarus	20075056	12/28/2007	35596	04/18/2011	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Canada	1377120	12/21/2007	TMA749185	10/01/2009	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Canada	1379621	01/17/2008	TMA753310	11/18/2009	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Europe	005911466	05/16/2007	005911466	08/15/2010	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Europe	006536619	12/21/2007	006536619	09/23/2008	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Mexico	1060638	02/28/2008	1060638	09/29/2008	COWBOY ACQUISITION, LLC

<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>
BLACK DIAMOND	Mexico	1063096	02/28/2008	1063096	09/29/2008	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Mexico	1037208	02/28/2008	1037208	04/28/2008	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Mexico	1063097	02/28/2008	1063097	09/28/2008	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Russian Federation	2007740508	12/21/2007	373969	03/10/2009	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Russian Federation	2007740507	12/21/2007	378523	05/05/2009	COWBOY ACQUISITION, LLC
BLACK DIAMOND	Turkey	200816490	03/21/2008	200816490	04/07/2009	COWBOY ACQUISITION, LLC
DIAMOND WRAP	Turkey	200816489	03/21/2008	200816489	04/08/2009	COWBOY ACQUISITION, LLC

TRADEMARK APPLICATIONS

None.