

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520705

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Conshield Technologies, Inc.		04/09/2019	Corporation: NEVADA
Perma-Liner Industries, LLC		04/09/2019	Limited Liability Company: DELAWARE
Action Products Marketing Corp.		04/09/2019	Corporation: IOWA
LMK Technologies, LLC		04/09/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4869217	CRYSTAL X
Registration Number:	4216209	NAVI LINER
Registration Number:	4044006	LOCATE LINER
Registration Number:	4043999	EXPANDY LINER
Registration Number:	4094278	CENTRI PIPE
Registration Number:	3012720	PERFORMANCE LINER
Registration Number:	2893521	PERMA-LINER
Registration Number:	2774948	LMK
Registration Number:	2774927	LMK
Registration Number:	2663111	T-LINER
Registration Number:	2728791	VAC-A-TEE
Registration Number:	2485102	CON (MIC) SHIELD
Registration Number:	2166658	PERFORMANCE LINER
Registration Number:	2073996	COR+GARD

CH \$415.00 4869217

Property Type	Number	Word Mark
Registration Number:	1924954	PERMACAST
Registration Number:	1731642	PERMAFORM

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Sara Franklin
Address Line 1: 35 W. Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601-9703

ATTORNEY DOCKET NUMBER:	13322.27
NAME OF SUBMITTER:	Sara Franklin
SIGNATURE:	/Sara Franklin by trademarkny/
DATE SIGNED:	04/25/2019

Total Attachments: 5

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GRANT OF

SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of April 9, 2019, is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“*Ares*”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 9, 2019 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among WRT Parent, Inc., a Delaware corporation (“*Holdings*”), as a guarantor, WRT Merger Sub, Inc., a Delaware corporation and a wholly-owned direct subsidiary of Holdings immediately prior to the Merger (“*Merger Sub*” and, prior to the consummation of the Merger, the “*Initial Borrower*”), TWH INFRASTRUCTURE INDUSTRIES, INC., a Delaware corporation (“*TWH*” and, immediately upon the consummation of the Merger, together with each other Person party thereto that is designated as a Borrower from time to time, collectively, the “*Borrowers*” and each a “*Borrower*”), Subsidiaries of Holdings signatory thereto as guarantors or hereafter designated as guarantors pursuant to **Error! Reference source not found.** of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”) and ARES CAPITAL CORPORATION, a Maryland corporation (“*Ares*”), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*”) and Ares, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “*Collateral Agent*”, and together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”), the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of April 9, 2019, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONSHIELD TECHNOLOGIES, INC.,
a Nevada corporation,
as a Grantor

By: Jacinta Moore
Name: Jacinta Moore
Title: Vice President, Secretary and Treasurer

PERMA-LINER INDUSTRIES, LLC,
a Delaware limited liability company
as a Grantor

By: Jacinta Moore
Name: Jacinta Moore
Title: Vice President, Secretary and Treasurer

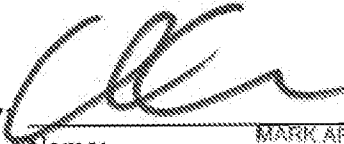
ACTION PRODUCTS MARKETING CORP.,
an Iowa corporation,
as a Grantor

By: Jacinta Moore
Name: Jacinta Moore
Title: Vice President, Secretary and Treasurer

LMK TECHNOLOGIES, LLC,
a Delaware limited liability company,
as a Grantor

By: Jacinta Moore
Name: Jacinta Moore
Title: Vice President, Secretary and Treasurer

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent


By 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006628 FRAME: 0630

SCHEDULE A

U.S. Trademark Registrations

Grantor	Trademark	Registration No.	Registration Date
CONSHIELD TECHNOLOGIES, INC.	CRYSTAL X	Reg 4869217	Reg 15-DEC-2015
Perma-Liner Industries, LLC	NAVI LINER	Reg 4216209	Reg 02-OCT-2012
Perma-Liner Industries, LLC	LOCATE LINER	Reg 4044006	Reg 25-OCT-2011
Perma-Liner Industries, LLC	EXPANDY LINER	Reg 4043999	Reg 25-OCT-2011
ACTION PRODUCTS MARKETING CORP.	CENTRI PIPE	Reg 4094278	Reg 31-JAN-2012
LMK TECHNOLOGIES, LLC	PERFORMANCE LINER	Reg 3012720	Reg 08-NOV-2005
Perma-Liner Industries, LLC	PERMA-LINER	Reg 2893521	Reg 12-OCT-2004
LMK TECHNOLOGIES, LLC		Reg 2774948	Reg 21-OCT-2003
LMK TECHNOLOGIES, LLC	LMK	Reg 2774927	Reg 21-OCT-2003
LMK TECHNOLOGIES, LLC	T-LINER	Reg 2663111	Reg 17-DEC-2002
LMK TECHNOLOGIES, LLC	VAC-A-TEE	Reg 2728791	Reg 24-JUN-2003
ACTION PRODUCTS MARKETING CORP.	CON (MIC) SHIELD	Reg 2485102	Reg 04-SEP-2001
LMK TECHNOLOGIES, LLC	PERFORMANCE LINER	Reg 2166658	Reg 16-JUN-1998
ACTION PRODUCTS MARKETING CORP.	COR+GARD	Reg 2073996	Reg 24-JUN-1997
ACTION PRODUCTS MARKETING CORP.	PERMACAST	Reg 1924954	Reg 10-OCT-1995
ACTION PRODUCTS MARKETING CORP.	PERMAFORM	Reg 1731642	Reg 10-NOV-1992

U.S. Trademark Applications

None.