TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522056

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
T-H MARINE SUPPLIES, LLC		04/30/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	BROOKSIDE MEZZANINE FUND IV, L.P. as agent
Street Address:	201 Tresser Boulevard, Suite 330
Internal Address:	Attention: Corey L. Sclar
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 61

Property Type	Number	Word Mark
Registration Number:	2172476	LOC-R-BAR
Registration Number:	4214124	HYDROWAVE
Registration Number:	4214125	HYDROWAVE
Registration Number:	4214126	
Registration Number:	4248995	BLUEWATERLED
Registration Number:	4525049	CYBER SYSTEMS BLUEWATERLED.COM
Registration Number:	4525052	CYBER SYSTEMS
Registration Number:	5598381	BLUE WATER
Registration Number:	5427533	LOC-R-BAR
Registration Number:	5427536	LOC-R-BAR
Registration Number:	5428290	GFORCE
Registration Number:	5428291	G-FORCE
Registration Number:	5388706	OXYGENATOR
Registration Number:	5423484	TRANSOM TO TROLLING MOTOR
Registration Number:	5423485	THE ONLY CHOICE
Registration Number:	5599749	ATLAS
Registration Number:	5725005	TACKLE TITAN
Registration Number:	5585064	AQUA-BLAZE

CH $1540.00 2172476

Property Type	Number	Word Mark
Registration Number:	5605512	KONG
Registration Number:	5599914	G-JUICE
Registration Number:	5599917	TROLL-TAMER
Registration Number:	5585209	SHOCKLOCK
Registration Number:	5599922	HOT FOOT
Registration Number:	5600149	MONEY POLE
Registration Number:	5600152	HI-JACKER
Registration Number:	5600157	MICRO JACKER
Registration Number:	5600162	HOT TRIM
Registration Number:	5600289	PRO-AIR SYSTEM
Registration Number:	5682369	SAF-T-STOP
Registration Number:	5600292	HYDRO-TAIL
Registration Number:	5600293	SURE FOOT
Registration Number:	5605768	PROP MASTER
Registration Number:	5605770	ROD TAMER
Registration Number:	5605773	ANCHOR MASTER
Registration Number:	5719576	PROP STOP
Registration Number:	5610711	SURE-SEAL
Registration Number:	5610714	FINGERFLEX
Registration Number:	5731324	STEER STOP
Registration Number:	5586202	FLOW-MAX
Registration Number:	5610716	VERSATUBE
Registration Number:	5626102	AQUA CLIP
Registration Number:	5719619	MOTOR STIK
Registration Number:	5600719	Z-LOCK
Registration Number:	5641047	BANSHEE
Registration Number:	5626104	CONSERVATION CULL
Registration Number:	5615187	MINI JACKER
Registration Number:	5600721	GJUICE
Registration Number:	5595435	QUICK FLUSH
Registration Number:	5617373	HYDRA
Registration Number:	5595812	TROLL JACKET
Registration Number:	5660419	TROLL PERFECT
Registration Number:	5731261	POWER TILT & TRIM
Registration Number:	4442539	CMC
Registration Number:	1808821	POWER-LIFT
Serial Number:	87599952	T-H MARINE
Serial Number:	87600033	T H MARINE

Property Type	Number	Word Mark
Serial Number:	87833988	MAX-AIR
Serial Number:	87835698	PADDLE KEEPER
Serial Number:	87847500	FOOT TRIM
Serial Number:	87847749	HOT SHOT
Serial Number:	88298140	BOATING ESSENTIALS

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: Ana A. Núñez Cárdenas

Address Line 1: 200 Park Avenue

Address Line 2: Winston & Strawn LLP

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	87097.6
NAME OF SUBMITTER:	Ana A. Núñez Cárdenas
SIGNATURE:	/Ana A. Núñez Cárdenas by trademarkny/
DATE SIGNED:	05/03/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 30th day of April, 2019, between T-H MARINE SUPPLIES, LLC, a Delaware limited liability company ("Borrower"), CMC MARINE, LLC, a Delaware limited liability company ("CMC"; Borrower and CMC collectively referred to as "Grantors"), and BROOKSIDE MEZZANINE FUND IV, L.P. as agent (in such capacity, the "Agent") for the Secured Parties (as defined in the Security Agreements, each a "Secured Party" and collectively, the "Secured Parties").

WHEREAS, Grantors own the Trademarks and Trademark Applications (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantors and Agent have entered into that certain Loan Agreement dated as of even date herewith (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of those certain Security Agreements dated as of even date herewith, between Grantors and Agent (together, the "Security Agreements"), Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in all their personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreements);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Each Grantor does hereby grant to Agent, for the benefit of the Secured Parties, a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
2. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreements, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of New York as in effect from time to time.

[*Signature page follows*]

TRADEMARK
REEL: 006636 FRAME: 0929

IN WITNESS WHEREOF, the undersigned Grantors have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

T-H MARINE SUPPLIES, LLC

By:_____
Name: Patrick M. Floeck
Title: Vice President

CMC MARINE, LLC

By:_____
Name: Patrick M. Floeck
Title: Vice President

[Signature Page to IP Security Agreement (Trademarks)]

BROOKSIDE MEZZANINE FUND IV, L.P.

By: BROOKSIDE MEZZANINE PARTNERS IV, LLC, its General Partner

By: _____
Name: Corey Sclar
Title: Managing Partner

[Signature Page to IP Security Agreement (Trademarks)]

SCHEDULE A

Registered Trademarks					
Country	**Word Mark**	**Owner**	**Serial No.**	**Registration No.**	**Registration Date**
United States	LOC-R-BAR	T-H Marine Supplies, LLC	75228331	2172476	7/14/1998
United States	HYDROWAVE	T-H Marine Supplies, LLC	76706426	4214124	9/25/2012
United States	HYDROWAVE	T-H Marine Supplies, LLC	76706428	4214125	9/25/2012
United States		T-H Marine Supplies, LLC	76706430	4214126	9/25/2012
United States	BLUEWATERLED	T-H Marine Supplies, LLC	85489993	4248995	11/27/2012
United States	CYBER SYSTEMS	T-H Marine Supplies, LLC	86046414	4525049	5/6/2014
United States	CYBER SYSTEMS	T-H Marine Supplies, LLC	86046507	4525052	5/6/2014
United States	BLUE WATER	T-H Marine Supplies, LLC	87353033	5598381	11/6/2018
United States	LOC-R-BAR	T-H Marine Supplies, LLC	87563836	5427533	3/20/2018

	LOC-R-BAR				
United States	LOC-R-BAR	T-H Marine Supplies, LLC	87563853	5427536	3/20/2018
United States	GFORCE	T-H Marine Supplies, LLC	87579197	5428290	3/20/2018
United States	G-FORCE	T-H Marine Supplies, LLC	87579201	5428291	3/20/2018
United States	OXYGENATOR	T-H Marine Supplies, LLC	87599987	5388706	1/23/2018
United States	TRANSOM TO TROLLING MOTOR	T-H Marine Supplies, LLC	87599994	5423484	3/13/2018
United States	THE ONLY CHOICE	T-H Marine Supplies, LLC	87600018	5423485	3/13/2018
United States	ATLAS	T-H Marine Supplies, LLC	87823467	5599749	11/6/2018
United States	TACKLE TITAN	T-H Marine Supplies, LLC	87823475	5725005	04/16/2019
United States	AQUA-BLAZE	T-H Marine Supplies, LLC	87823484	5585064	10/16/2018
United States	KONG	T-H Marine Supplies, LLC	87823738	5605512	11/13/2018
United States	G-JUICE	T-H Marine Supplies, LLC	87827207	5599914	11/6/2018
United States	TROLL-TAMER	T-H Marine Supplies, LLC	87827236	5599917	11/6/2018
United States	SHOCKLOCK	T-H Marine Supplies, LLC	87827253	5585209	10/16/2018
United States	HOT FOOT	T-H Marine Supplies, LLC	87827273	5599922	11/6/2018
United States	MONEY POLE	T-H Marine Supplies,	87831492	5600149	11/6/2018

		LLC			
United States	HI-JACKER	T-H Marine Supplies, LLC	87831513	5600152	11/6/2018
United States	MICRO JACKER	T-H Marine Supplies, LLC	87831599	5600157	11/6/2018
United States	HOT TRIM	T-H Marine Supplies, LLC	87831726	5600162	11/6/2018
United States	PRO-AIR SYSTEM	T-H Marine Supplies, LLC	87833910	5600289	11/6/2018
United States	SAF-T-STOP	T-H Marine Supplies, LLC	87833936	5682369	2/19/2019
United States	HYDRO-TAIL	T-H Marine Supplies, LLC	87833962	5600292	11/6/2018
United States	SURE FOOT	T-H Marine Supplies, LLC	87834027	5600293	11/6/2018
United States	PROP MASTER	T-H Marine Supplies, LLC	87835728	5605768	11/13/2018
United States	ROD TAMER	T-H Marine Supplies, LLC	87835761	5605770	11/13/2018
United States	ANCHOR MASTER	T-H Marine Supplies, LLC	87835783	5605773	11/13/2018
United States	PROP STOP	T-H Marine Supplies, LLC	87835857	5719576	04/09/2019
United States	SURE-SEAL	T-H Marine Supplies, LLC	87846024	5610711	11/20/2018
United States	FINGERFLEX	T-H Marine Supplies, LLC	87846048	5610714	11/20/2018
United States	STEER STOP	T-H Marine Supplies, LLC	87846057	5731324	04/23/2019
United States	FLOW-MAX	T-H Marine Supplies, LLC	87846074	5586202	10/16/2018
United States	VERSATUBE	T-H Marine Supplies, LLC	87846090	5610716	11/20/2018
United States	AQUA CLIP	T-H Marine	87847220	5626102	12/11/2018

		Supplies, LLC			
United States	MOTOR STIK	T-H Marine Supplies, LLC	87847287	5719619	04/09/2019
United States	Z-LOCK	T-H Marine Supplies, LLC	87847377	5600719	11/6/2018
United States	BANSHEE	T-H Marine Supplies, LLC	87847411	5641047	1/1/2019
United States	CONSERVATION CULL	T-H Marine Supplies, LLC	87847432	5626104	12/11/2018
United States	MINI JACKER	T-H Marine Supplies, LLC	87847455	5615187	11/27/2018
United States	GJUICE	T-H Marine Supplies, LLC	87847479	5600721	11/6/2018
United States	QUICK FLUSH	T-H Marine Supplies, LLC	87847717	5595435	10/30/2018
United States	HYDRA	T-H Marine Supplies, LLC	87900250	5617373	11/27/2018
United States	TROLL JACKET	T-H Marine Supplies, LLC	87900299	5595812	10/30/2018
United States	TROLL PERFECT	T-H Marine Supplies, LLC	87942611	5660419	1/22/2019
United States	POWER TILT & TRIM	CMC Marine, LLC	87827225	5,731,261	04/23/2019
United States	POWER-LIFT	CMC Marine, LLC	74317316	4,442,539	12/7/1993
United States	CMC	CMC Marine, LLC	85775659	1,808,821	12/3/2013

Pending Trademark Applications				
Country	**Word Mark**	**Owner**	**Serial No.**	**Filing Date**
United States	T-H MARINE	T-H Marine Supplies, LLC	87599952	09/07/2017
United States	T H MARINE	T-H Marine Supplies,	87600033	09/07/2017

		Supplies, LLC		
United States	T H MARINE	T-H Marine Supplies, LLC	87600033	09/07/2017
United States	MAX-AIR	T-H Marine Supplies, LLC	87833988	03/14/2018
United States	PADDLE KEEPER	T-H Marine Supplies, LLC	87835698	03/15/2018
United States	FOOT TRIM	T-H Marine Supplies, LLC	87847500	03/23/2018
United States	HOT SHOT	T-H Marine Supplies, LLC	87847749	03/23/2018
United States	BOATING ESSENTIALS	T-H Marine Supplies, LLC	88298140	02/12/2019