

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARC Florida LLC		05/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	McLarty Capital Partners SBIC, L.P., as Collateral Agent		
Street Address:	1 ROCKEFELLER PLAZA, SUITE 1203		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2136596	FLOMET INC	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	51683 / 010		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	05/16/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 15, 2019 is made between ARC Florida LLC, a Delaware limited liability company (the “**Grantor**”), McLarty Capital Partners SBIC, L.P., as collateral agent., as collateral agent (together with its successor(s) thereto in such capacity, the “**Collateral Agent**”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, certain affiliates of the Grantor and the Collateral Agent, among others, are parties to the Credit Agreement, dated as of November 10, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Guarantee and Collateral Agreement, dated as of May 15, 2019 (as amended, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, 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 Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. As security for the Secured Obligations, the Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the “**Trademark Collateral**”):

(a) (i) all of its 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 all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, 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, and all common-law rights relating to the

foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “**Trademark**”);

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

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, “Trademark Collateral” shall not include (i) any “intent-to-use” Trademark applications, or (ii) any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral in each case (i) and (ii), solely for so long as and to the extent that as to which the grant of a security interest would (A) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (B) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

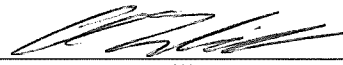
Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. 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.

Section 6. Senior Subordination Agreement. Notwithstanding anything herein to the contrary, the Liens granted to the Collateral Agent under this Trademark Security Agreement and the exercise of the rights and remedies of the Administrative Agent and the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the Senior Subordination Agreement. Notwithstanding anything to the contrary herein, each of the Administrative Agent and the Collateral Agent acknowledges and agrees that no Grantor shall be required to take or refrain from taking any action at the request of the Administrative Agent or the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the Senior Subordination Agreement. In the event of any conflict between the terms of the Senior Subordination Agreement and this Trademark Security Agreement, the terms of the Senior Subordination Agreement shall govern and control.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARC FLORIDA, LLC

By: 
Name: Aaron Willman
Title: Chief Financial Officer

MCLARTY CAPITAL PARTNERS SBIC, L.P.,
as Collateral Agent

By: **McLarty Capital Partners SBIC, LLC**, its general partner

By: _____
Name:
Title:


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ARC FLORIDA LLC

By: _____
Name: Aaron Willman
Title: Chief Financial Officer

MCLARTY CAPITAL PARTNERS SBIC, L.P.,
as Collateral Agent

By: McLarty Capital Partners SBIC, LLC, its general partner

By:  _____
Name: Christopher D. Smith
Title: Co-Founder & Co-President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA		2136596	02/17/1998