

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528610

| | | | |
|---|--|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Milliken Infrastructure Solutions, LLC | | 06/20/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Northwestern Mutual Life Insurance Company, as agent | | |
| Street Address: | 720 East Wisconsin Avenue | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53202 | | |
| Entity Type: | Corporation: WISCONSIN | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4291680 | FORMASHIELD | |
| Registration Number: | 4667108 | GEOFUSE | |
| Registration Number: | 4667107 | GEOPLUG | |
| Registration Number: | 5191691 | GEOROC | |
| Registration Number: | 4667106 | GEOSPRAY | |
| Registration Number: | 3816986 | PIPE WRAP | |
| Registration Number: | 3653206 | PIPE WRAP THE SMART PIPE REPAIR SOLUTION | |
| Registration Number: | 4886288 | RENEWWRAP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122585600 | | |
| <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: | 312-258-5724 | | |
| Email: | cbollinger@schiffhardin.com | | |
| Correspondent Name: | Chris L. Bollinger | | |
| Address Line 1: | P.O. Box 06079 | | |
| Address Line 2: | Schiff Hardin LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606-0079 | | |
| ATTORNEY DOCKET NUMBER: | 08802-0123 | | |

CH \$215.00 4291680

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|--|----------------------|
| NAME OF SUBMITTER: | Chris L. Bollinger |
| SIGNATURE: | /Chris L. Bollinger/ |
| DATE SIGNED: | 06/20/2019 |
| Total Attachments: 7 source=6-20 - TM Security Agr#page1.tif source=6-20 - TM Security Agr#page2.tif source=6-20 - TM Security Agr#page3.tif source=6-20 - TM Security Agr#page4.tif source=6-20 - TM Security Agr#page5.tif source=6-20 - TM Security Agr#page6.tif source=6-20 - TM Security Agr#page7.tif | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 20, 2019, is made by MILLIKEN INFRASTRUCTURE SOLUTIONS, LLC, a Delaware limited liability company (the “Grantor”), in favor of The Northwestern Mutual Life Insurance Company (“NML”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second 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 NML, as Agent for the Lenders, 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 Second 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 and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. 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.

Section 3. 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.

Section 4. 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.

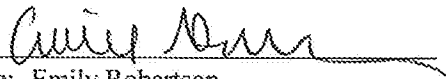
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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 determination 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.

MILLIKEN INFRASTRUCTURE SOLUTIONS, LLC,
as Grantor

By: 
Name: Emily Robertson
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006675 FRAME: 0029

ACCEPTED AND AGREED
as of the date first above written:

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, as Agent

By: Northwestern Mutual Investment
Management Company, LLC, its
investment advisor


By: 
Name: **David A. Barras**
Its: Managing Director



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations & Applications

| Mark | Country | Application No./ Filing Date | Registration No./ Regis Date | IC/ Goods/Services |
|-------------|----------------|-------------------------------------|-------------------------------------|--|
| FORMASHIELD | US | 85/655979 6/19/2012 | 4,291,680 2/19/2013 | IC 017: Kits for the repair or reinforcement of damaged pipes comprising resin impregnated fiberglass tape and epoxy resin. IC 024: Resin-saturated fiberglass fabric for use in structural reinforcement, structural repairs, and structural protection. |
| GEOFUSE | US | 86/294272 5/28/2014 | 4,667,108 1/06/2015 | IC 017: polymer-based sealing compounds |
| GEOPLUG | US | 86/294267 5/28/2014 | 4,667,107 1/06/2015 | IC 017: polymer-based cement patching compounds. |
| GEOROC | US | 86/507254 1/19/2015 | 5,191,691 4/25/2017 | IC 019: fiber-reinforced mortars |
| GEOSPRAY | US | 86/294260 5/28/2014 | 4,667,106 1/06/2015 | IC 019: fiber-reinforced mortars. |

| Mark | Country | Application No./ Filing Date | Registration No./ Regis Date | IC/ Goods/Services |
|--|---------|------------------------------|------------------------------|--|
| PIPE WRAP | US | 77/832625 9/22/2009 | 3816986 7/13/2010 | IC 024: Composite fiberglass and resin for stopping leaks and providing structural reinforcement in tubular members, namely, water activated, polyurethane impregnated fiberglass repair materials, namely, resin-saturated fiberglass fabric for use in structural reinforcement and structural repairs. |
|  <p>(PIPE WRAP THE SMART PIPE REPAIR SOLUTION and Design)</p> | US | 77/409786 2/29/2008 | 3653206 7/14/2009 | IC 017: Repair systems in the nature of, composite fiberglass and resin, for stopping leaks and providing structural reinforcement in pipelines, namely, water activated, polyurethane impregnated fiberglass repair materials. |

| Mark | Country | Application No./ Filing Date | Registration No./ Regis Date | IC/ Goods/Services |
|-----------|---------|------------------------------|------------------------------|--|
| RENEWWRAP | US | 85/954359 6/07/2013 | 4886288 1/12/2016 | IC 001: Epoxy resin adhesives for bonding reinforcement materials to structures IC 019: Carbon-fiber fabrics used as structural reinforcement materials, namely, reinforcement fabrics for use in commercial and industrial construction for strengthening or stabilizing structures. |