

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drew Marine USA, Inc.		06/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP		
Street Address:	One North Wacker Drive, Suite 2200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1054326	AMERFLON	
Registration Number:	1754734	AMEROX	
Registration Number:	4471075	DREW MARINE	
Registration Number:	4689220	DREW MARINE CREW CARE	
Registration Number:	2049903	DREWFRESH	
Registration Number:	1049319	FERROFILM	
Registration Number:	1942188	THE SUPERIOR ALTERNATIVE	
Registration Number:	1023652		
Registration Number:	1020850		
Registration Number:	1020870		
Registration Number:	1025522		
Registration Number:	1510565	MAGNAKOTE	
CORRESPONDENCE DATA			
Fax Number:	4155911400		
<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:	4155911000		
Email:	achan@winston.com		
Correspondent Name:	David A. Valk, Esq.		
Address Line 1:	200 Park Avenue		
TRADEMARK			

CH \$315.00 1054326

Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER: 003287.00039

NAME OF SUBMITTER: David A. Valk

SIGNATURE: /David A. Valk/

DATE SIGNED: 06/26/2019

Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of June 26, 2019, by Drew Marine USA, Inc., a Delaware corporation (“Grantor”), in favor of ADAMS STREET CREDIT ADVISORS LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June 26, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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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.

GRANTOR:

DREW MARINE USA, INC.,
a Delaware corporation

By: _____

Name: Frank J. Monteiro

Title: Chief Executive Officer

Schedule A

TRADEMARKS

Mark	Country	Registration Number (or, if not available, Application Number)	Status	Registered and Current Owner
AMERFLON	USA	1054326	Registered	Drew Marine USA, Inc.
AMEROX	USA	1754734	Registered	Drew Marine USA, Inc.
DREW MARINE	USA	4471075	Registered	Drew Marine USA, Inc.
DREW MARINE CREW CARE	USA	4689220	Registered	Drew Marine USA, Inc.
DREWFRESH	USA	2049903	Registered	Drew Marine USA, Inc.
FERROFILM	USA	1049319	Registered	Drew Marine USA, Inc.
THE SUPERIOR ALTERNATIVE	USA	1942188	Registered	Drew Marine USA, Inc.
TRITON Logo	USA	1023652	Registered	Drew Marine USA, Inc.
TRITON Logo	USA	1020850	Registered	Drew Marine USA, Inc.
TRITON Logo	USA	1020870	Registered	Drew Marine USA, Inc.
TRITON Logo	USA	1025522	Registered	Drew Marine USA, Inc.
MAGNAKOTE	USA	1510565	Registered	DREW MARINE USA, INC.