

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM529950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement for Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T. Christy Enterprises, LLC, as a Grantor		06/28/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as FIRST LIEN Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4489717		
Registration Number:	4479211		
Registration Number:	4607949	CHRISTY'S	
Registration Number:	4687525	CHRISTY'S	
Registration Number:	4497214	DRAIN EEZ	
Registration Number:	5518522	ECOPRO	
Registration Number:	1228471	RED HOT BLUE GLUE	
Registration Number:	4765917	ROOT BAN	
Registration Number:	4793940	ROOT BAN	
Registration Number:	4504453	SLICK-WRAP	
Registration Number:	4661315		
Serial Number:	86835414	STRONG WELD	
Serial Number:	87457636	VIO-LOK III	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		

TRADEMARK

Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1102268 1L TM IPSA
--------------------------------	--------------------

NAME OF SUBMITTER:	Brandon Okun
---------------------------	--------------

SIGNATURE:	/Brandon Okun/
-------------------	----------------

DATE SIGNED:	07/01/2019
---------------------	------------

Total Attachments: 7

source=#92214382v2 - (Encore - First Lien Trademark Security Agreement 2)#page2.tif
source=#92214382v2 - (Encore - First Lien Trademark Security Agreement 2)#page3.tif
source=#92214382v2 - (Encore - First Lien Trademark Security Agreement 2)#page4.tif
source=#92214382v2 - (Encore - First Lien Trademark Security Agreement 2)#page5.tif
source=#92214382v2 - (Encore - First Lien Trademark Security Agreement 2)#page6.tif
source=#92214382v2 - (Encore - First Lien Trademark Security Agreement 2)#page7.tif
source=#92214382v2 - (Encore - First Lien Trademark Security Agreement 2)#page8.tif

SECURITY AGREEMENT SUPPLEMENT
FOR TRADEMARKS

SUPPLEMENT NO. 3 (this “Supplement”) dated as of June 28, 2019, to the First Lien Security Agreement dated as of November 7, 2017 (the “Closing Date”) among certain subsidiaries of IPS ACQUISITION LLC, from time to time party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“CS”), as Collateral Agent (the “First Lien Collateral Agent”) for the Secured Parties (the “Security Agreement”).

A. Reference is made to that certain First Lien Credit Agreement dated as of November 7, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among CPG MERGER LLC, a Delaware limited liability company, as the initial parent guarantor thereunder, whose rights and obligations therein were assigned to and assumed by IPS ACQUISITION, LLC, a Delaware limited liability company, the entities listed on the signature pages thereto as Borrowers, CPG TRANSACTION, LLC, a Delaware limited liability company (“Holdings”), CS, as administrative agent (in such capacity, and together with its successors and permitted assigns, the “Administrative Agent”), and collateral agent (in such capacity, and together with its successors and permitted assigns, the “Collateral Agent”), each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Borrower, Holdings and the other Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations. Section 5.14 of the Security Agreement provides that certain Persons may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Person (the “New Grantor”) is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations from time to time under the terms of the Credit Agreement

Accordingly, the First Lien Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 5.14 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a “Grantor” in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the First Lien Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws and by general principles of equity.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the First Lien Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Grantor, and the First Lien Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the First Lien Collateral owned by the New Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The New Grantor hereby grants to the First Lien Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the First Lien Collateral, including all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule I hereto (excluding any Excluded Property).

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the First Lien Collateral Agent with respect to the First Lien Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The New Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable

provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Security Agreement.

SECTION 13. Reimbursement of the First Lien Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the New Grantor and the First Lien Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

T. CHRISTY ENTERPRISES, LLC,
as a Grantor

By: 

Name: William Barton

Title: Chief Financial Officer, Secretary and
Treasurer

Jurisdiction of Formation: California
Address of Chief Executive Office:
455 W. Victoria Street
Compton, CA 90220

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as First Lien Collateral Agent

By: _____

Name: Judith E. Smith

Title: Authorized Signatory

By: _____

Name: Lingzi Huang

Title: Authorized Signatory

SCHEDULE I
TO SUPPLEMENT NO. 3 TO THE
FIRST LIEN SECURITY AGREEMENT

United States Trademark Registrations and Trademark Applications

Trademark Applications

Jurisdiction	Trademark Name	Application Date	Serial / App No	Record Owner
US	STRONG WELD	December 1, 2015	86/835414	T. CHRISTY ENTERPRISES, LLC
US	VIO-LOK III	May 19, 2017	87/457636	T. CHRISTY ENTERPRISES, LLC

Trademark Registrations

Jurisdiction	Trademark Name	Reg. Date	Reg. No	Record Owner
US	BORDER DESIGN (Trade Dress)	February 25, 2014	4489717	T. CHRISTY ENTERPRISES, LLC
US	BORDER DESIGN (Trade Dress)	February 4, 2014	4479211	T. CHRISTY ENTERPRISES, LLC
US	CHRISTY'S	September 23, 2014	4607949	T. CHRISTY ENTERPRISES, LLC
US	CHRISTY'S	February 17, 2015	4687525	T. CHRISTY ENTERPRISES, LLC
US	DRAIN EEZ	March 18, 2014	4497214	T. CHRISTY ENTERPRISES, LLC
US	ECOPRO and Design	July 17, 2018	5518522	T. CHRISTY ENTERPRISES, LLC

US	RED HOT BLUE GLUE	February 22, 1983	1228471	T. CHRISTY ENTERPRISES, LLC
US	ROOT BAN	June 30, 2015	4765917	T. CHRISTY ENTERPRISES, LLC
US	ROOT BAN (Stylized)	August 18, 2015	4793940	T. CHRISTY ENTERPRISES, LLC
US	SLICKWRAP	April 1, 2014	4504453	T. CHRISTY ENTERPRISES, LLC
US	T. CHRISTY BORDER DESIGN (TRADE DRESS)	December 23, 2014	4661315	T. CHRISTY ENTERPRISES, LLC