

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Conservation Supply, LLC		08/14/2019	Limited Liability Company: DELAWARE
AM Service Concepts, Inc.		08/14/2019	Corporation: DELAWARE
Enertouch, Inc.		08/14/2019	Corporation: GEORGIA
AM Conservation Group, Inc.		08/14/2019	Corporation: NEW JERSEY
Resource Action Programs, LLC		08/14/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Antares Capital LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	4449229	CONSERVATION SUPPLY
Registration Number:	2794741	SERVICE CONCEPTS
Registration Number:	2786415	SERVICE CONCEPTS THE POWER OF COOPERATIO
Registration Number:	4797690	MEASURE-BASED EDUCATION
Registration Number:	3610769	EASY SAVINGS
Registration Number:	3545699	INTELLISHOWER
Registration Number:	3350715	ENERGY WISE
Registration Number:	2274506	RESOURCE ACTION PROGRAMS
Registration Number:	2323241	LEARNING TO BE WATERWISE
Registration Number:	2183847	LIVINGWISE
Registration Number:	4286307	ENERGIZING INDIANA
Registration Number:	4286308	ENERGIZING INDIANA TOGETHER WE'LL DO POW
Registration Number:	4286309	TOGETHER WE'LL DO POWERFUL THINGS!
Registration Number:	4286310	ENERGIZING INDIANA TOGETHER WE'LL DO POW

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4339915	GOODCENTS CONNECT
Registration Number:	3682578	GOODCENTS
Registration Number:	2748183	GOODCENTS SOLUTIONS
Registration Number:	2592144	GOOD CENTS HOME
Registration Number:	2267718	GOOD CENTS
Registration Number:	2250519	GOOD CENTS
Registration Number:	2347535	GOOD CENTS
Registration Number:	2234569	GOOD CENTS ENVIRONMENTAL HOME
Registration Number:	1111117	GOOD CENTS HOME
Registration Number:	4711155	AM CONSERVATION GROUP, INC.
Registration Number:	4591667	SPOILER
Registration Number:	4647611	LUMACOIL
Registration Number:	4591668	TOILET TUMMY
Registration Number:	4623505	AM CONSERVATION GROUP, INC.
Registration Number:	4526584	VARA SPA
Registration Number:	4518711	TRI-MAX
Registration Number:	4381046	SIMPLY CONSERVE
Registration Number:	4529719	FLEX-FLOW
Registration Number:	3948481	STOP IN TIME SHOWER TIMER
Registration Number:	3767788	GREEN HOUSE ECO-KIT
Registration Number:	3566345	SHOWER COACH
Registration Number:	2487508	SOAK & SOAP
Registration Number:	2464214	SOAP & SOAK

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: 212-819-2655

Email: iprecordations@whitecase.com

Correspondent Name: Peter Giovine/White & Case LLP

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1182293-0019-BC15

NAME OF SUBMITTER: Peter Giovine

SIGNATURE: /Peter Giovine/

DATE SIGNED: 08/14/2019

Total Attachments: 9

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**SHORT FORM FIRST LIEN
TRADEMARK SECURITY AGREEMENT**

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Antares Capital LP ("Antares Capital"), as First Lien Collateral Agent (the "First Lien Collateral Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the First Lien Credit Agreement (as defined below) and the Security Agreement referred to therein.

WHEREAS, Flash Acquisition Sub, Inc., a Delaware corporation ("Merger Sub"), and upon consummation of the Merger, KAMC Holdings, Inc., a Delaware corporation (the "Target") as the surviving entity after giving effect to the Merger (the "Borrower"), Flash Midco, Inc., a Delaware corporation ("Holdings"), Antares Capital, as administrative agent for the Lenders, as collateral agent for the Secured Parties, each L/C Issuer from time to time party thereto and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") have entered into the First Lien Credit Agreement, dated as of August 14, 2019 (the "Closing Date") (as amended, restated, amended and restated, extended, replaced, refinanced, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), 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.

WHEREAS, in connection with the First Lien Credit Agreement, the Grantors have entered into the First Lien Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Borrower and the Restricted Subsidiaries.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each 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 following (the "Collateral"), in each case, other than Excluded Property:

- (a) all Trademarks, including the registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office that are set forth in Schedule A hereto (excluding any Excluded Property); and
- (c) all Proceeds and products of the foregoing; and
- (e) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same (in the case of Trademarks).

SECTION 2. Security for Obligations. The grant of a security interest in the First Lien Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” files) shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The provisions of Section 6.09(b) of the Security Agreement are incorporated herein, mutatis mutandis.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement 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 8. Conflicts; Second Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and Security Interest granted to the First Lien Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the First Lien Collateral Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement or any other Acceptable Intercreditor Agreement entered into after the date hereof. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement (or any other Acceptable Intercreditor Agreement

entered into after the date hereof) and this Trademark Security Agreement, the terms of the Second Lien Intercreditor Agreement (or such Acceptable Intercreditor Agreement) shall govern and control.

[Signature Pages Follow]

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

CONSERVATION SUPPLY, LLC,
as Initial Grantor

By: Paul T Schueller
Name: Paul T. Schueller
Title: Chief Executive Officer

AM SERVICE CONCEPTS, INC.,
ENERTOUCH, INC.,
AM CONSERVATION GROUP, INC.,
RESOURCE ACTION PROGRAMS, LLC,
each, as an Initial Grantor

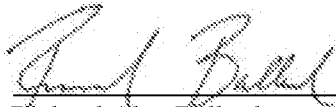
By: _____
Name: Richard Alan Ballard
Title: Chief Financial Officer

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

CONSERVATION SUPPLY, LLC,
as Initial Grantor

By: _____
Name: Paul T. Schueller
Title: Chief Executive Officer

**AM SERVICE CONCEPTS, INC.,
ENERTOUCH, INC.,
AM CONSERVATION GROUP, INC.,
RESOURCE ACTION PROGRAMS, LLC,**
each, as an Initial Grantor

By:  _____
Name: Richard Alan Ballard
Title: Chief Financial Officer

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

ANTARES CAPITAL LP, as First Lien
Collateral Agent

By: Jean King
Name: Jean King
Title: Duly Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006720 FRAME: 0469

SCHEDULE A

United States Trademark Registrations and Trademark Applications

1. Conservation Supply, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
CONSERVATION SUPPLY	85655254	19-JUN-2012	4449229	10-DEC-2013

2. AM Service Concepts, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
SERVICE CONCEPTS	78163989	13-SEP-2002	2794741	16-DEC-2003
SERVICE CONCEPTS THE POWER OF COOPERATION	78163995	13-SEP-2002	2786415	25-NOV-2003

3. Resource Action Programs, LLC

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
MEASURE-BASED EDUCATION	86138463	09-DEC-2013	4797690	25-AUG-2015
EASY SAVINGS	76690542	13-JUN-2008	3610769	28-APR-2009
INTELLISHOWER	76689090	28-APR-2008	3545699	16-DEC-2008
ENERGY WISE	76672973	21-FEB-2007	3350715	11-DEC-2007
RESOURCE ACTION PROGRAMS	75554540	17-SEP-1998	2274506	31-AUG-1999
LEARNING TO BE WATERWISE	75512437	02-JUL-1998	2323241	29-FEB-2000
LIVINGWISE	75313209	23-JUN-1997	2183847	25-AUG-1998

4. Enertouch, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
ENERGIZING INDIANA	85698159	08-AUG-2012	4286307	05-FEB-2013

ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS	85698322	08-AUG-2012	4286308	05-FEB-2013
TOGETHER WE'LL DO POWERFUL THINGS!	85698350	08-AUG-2012	4286309	05-FEB-2013
ENERGIZING INDIANA TOGETHER WE'LL DO POWERFUL THINGS.	85698382	08-AUG-2012	4286310	05-FEB-2013
GOODCENTS CONNECT	85620410	09-MAY-2012	4339915	21-MAY-2013
GOODCENTS	77664107	05-FEB-2009	3682578	15-SEP-2009
GOODCENTS SOLUTIONS	76280677	05-JUL-2001	2748183	05-AUG-2003
GOOD CENTS HOME	75751368	29-JUN-1999	2592144	09-JUL-2002
GOOD CENTS	75381387	29-OCT-1997	2267718	03-AUG-1999
GOOD CENTS	75381586	29-OCT-1997	2250519	01-JUN-1999
GOOD CENTS	75381587	29-OCT-1997	2347535	02-MAY-2000
GOOD CENTS ENVIRONMENTAL HOME	75038606	29-DEC-1995	2234569	23-MAR-1999
GOOD CENTS HOME	73125972	09-MAY-1977	1111117	09-JAN-1979

5. AM Conservation Group, Inc.

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
AM CONSERVATION GROUP, INC. GROUP INC	86326600	02-JUL-2014	4711155	31-MAR-2015
SPOILER	86060902	10-SEP-2013	4591667	26-AUG-2014
LUMACOIL	86060918	10-SEP-2013	4647611	02-DEC-2014
TOILET TUMMY	86060927	10-SEP-2013	4591668	26-AUG-2014
AM CONSERVATION GROUP, INC.	86060940	10-SEP-2013	4623505	21-OCT-2014
VARA SPA	85796301	06-DEC-2012	4526584	06-MAY-2014
TRI-MAX	85791724	30-NOV-2012	4518711	22-APR-2014

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
SIMPLY CONSERVE	85634449	24-MAY-2012	4381046	06-AUG-2013
FLEX-FLOW	76709779	18-NOV-2011	4529719	13-MAY-2014
STOP IN TIME SHOWER TIMER	77775363	07-JUL-2009	3948481	19-APR-2011
GREEN HOUSE ECO-KIT	76693448	09-OCT-2008	3767788	30-MAR-2010
SHOWER COACH	76690354	06-JUN-2008	3566345	27-JAN-2009
SOAK & SOAP	76141576	05-OCT-2000	2487508	11-SEP-2001
SOAP & SOAK	75532463	06-AUG-1998	2464214	26-JUN-2001