OP \$215.00 5675098

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM550225

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Controlled Products, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, for itself and as administrative agent for the Lenders		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5675098	SYNTHETIC TURF INTERNATIONAL
Registration Number:	5551367	SOFTLAWN
Registration Number:	5746658	COASTAL CUT
Registration Number:	5740652	V-MAX
Registration Number:	5541584	EZTEE
Registration Number:	5429036	ARMORLOC
Registration Number:	5142272	POWERHOUSE
Registration Number:	5142269	MONOSPORT

CORRESPONDENCE DATA

Fax Number: 6123408827

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: 6124926819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist

Address Line 1: Dorsey & Whitney LLP

Address Line 2: 50 South Sixth Street, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

TRADEMARK REEL: 006800 FRAME: 0265

900524120

ATTORNEY DOCKET NUMBER:	059235	
NAME OF SUBMITTER:	Evan Everist	
SIGNATURE:	/Evan Everist/	
DATE SIGNED:	11/20/2019	

Total Attachments: 5

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Confirmatory Grant of Security Interest in Intellectual Property

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of November 20, 2019, by and from the grantor party hereto (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Controlled Products Acquisition Corporation, a Delaware corporation ("<u>CP Acquisition</u>"), Controlled Products, LLC, a Delaware limited liability company ("<u>CP</u>"), Path to Prosperity, LLC, a California limited liability company ("<u>P2P</u>"), and Purchase Green Central, LLC, a Texas limited liability company ("<u>PG</u>," and together with CP Acquisition, CP and P2P, each, a "<u>Borrower</u>," and collectively, the "<u>Borrowers</u>"), the Lenders, and the Secured Party are parties to that certain Second Amended and Restated Credit Agreement dated as of November 20, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "<u>Credit Agreement</u>") pursuant to which the Lenders agree, among other things, to extend to the Borrowers certain credit accommodations.

WHEREAS, the Grantor has entered into an Amended and Restated Guaranty dated as of November 20, 2019 (as amended, supplemented, extended, restated or otherwise modified from time to time) pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Borrowers under the Credit Agreement.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of November 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u>, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
- (b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;
- (c) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

CONTROLLED PRODUCTS, LLC

Name: Paul M. Caliento

Title: Vice President and Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Trademark	App No / Reg No	App Date / Reg Date	Goods and Services	Owner
SYNTHETIC TURF INTERNATIONAL	5675098	12-FEB-2019	(INT. CL. 27) ARTIFICIAL LAWN; ARTIFICIAL TURF (INT. CL. 37) INSTALLATION AND MAINTENANCE OF SYNTHETIC SURFACING SYSTEMS	CONTROLLED PRODUCTS, LLC
SOFTLAWN	5551367	28-AUG-2018	(INT. CL. 27) ARTIFICIAL LAWN; ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
COASTAL CUT	5746658	07-MAY-2019	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
V-MAX	5740652	30-APR-2019	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
EZTEE	5541584	14-AUG-2018	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
ARMORLOC	5429036	20-MAR-2018	(INT. CL. 27) FABRIC SOLD AS AN INTEGRAL COMPONENT OF ARTIFICIAL TURF AND ARTIFICIAL TURF BACKING	CONTROLLED PRODUCTS, LLC

POWERHOUSE	5142272	14-FEB-2017	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
MONOSPORT	5142269	14-FEB-2017	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
CLEANSHOT	88481213	20-JUN-2019	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
BAREFOOT COMFORT	88299450	13-FEB-2019	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
ENDLESS SUMMER	88299459	13-FEB-2019	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC
CHARGEGUARD	88199277	19-NOV-2018	(INT. CL. 27) YARN MADE OF CARBON FIBER STITCHED INTO FABRIC SOLD AS AN INTEGRAL COMPONENT OF ARTIFICIAL TURF AND ARTIFICIAL TURF BACKING	CONTROLLED PRODUCTS, LLC
BAREFOOT	88299436	13-FEB-2019	(INT. CL. 27) ARTIFICIAL TURF	CONTROLLED PRODUCTS, LLC

RECORDED: 11/20/2019