

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICP Construction, Inc.		12/24/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	5912298	SIGNADECK	
Registration Number:	5912299	TEMPOTILE	
Registration Number:	5912300	TRACKDECK	
Registration Number:	5854462	STAIN-PROOF	
Registration Number:	5770969	RAREFORM	
Registration Number:	5852526	INDEPENDENCE FOR INDEPENDENTS	
Registration Number:	5520941	PORCELAIN PLUS	
Registration Number:	5692509	STREETSCAPE	
Registration Number:	5440127	PROTECTOR	
Registration Number:	5675951	FIBERLOCK	
Registration Number:	5444307	CALIFORNIA PRODUCTS CORPORATION	
Registration Number:	5566417	CALIFORNIA PAINTS	
Registration Number:	5397208	FIXALL	
Registration Number:	5418943	ICP CONSTRUCTION	
Registration Number:	5370658	HYDROBOOST	
Registration Number:	2638020	R	
Registration Number:	1694393	REBOUND ACE	
Serial Number:	88456718	CLEAN. KILL. COAT.	
Serial Number:	88171198	SIGNAFLO	
TRADEMARK			

CH \$565.00 5912298

Property Type	Number	Word Mark
Serial Number:	88171211	SIGNAWOOD
Serial Number:	88171221	SIGNAFLEX AQUA
Serial Number:	87560678	ROCK-TRED

CORRESPONDENCE DATA

Fax Number: 3129939767
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: 3129932622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	057121-0255
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	12/26/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 24, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by ICP Construction, Inc., a Massachusetts corporation (the “**Grantor**”), in favor of Antares Capital LP, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a First Lien Security Agreement, dated as of November 3, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent for the Secured Parties, pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in

Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements, dilution or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

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.

ICP CONSTRUCTION, INC., as Grantor

By:  _____

Name: Sven Doerge

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:


ANTARES CAPITAL LP,
as Collateral Agent

By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner Name
CLEAN. KILL. COAT.	88456718	6/3/2019	N/A	N/A	Pending	ICP Construction, Inc.
SIGNADECK	88177977	11/1/2018	5912298	11/19/2019	Registered	ICP Construction, Inc.
TEMPOTILE	88177989	11/1/2018	5912299	11/19/2019	Registered	ICP Construction, Inc.
TRACKDECK	88177997	11/1/2018	5912300	11/19/2019	Registered	ICP Construction, Inc.
SIGNAFLOR	88171198	11/26/2018	N/A	N/A	Pending	ICP Construction, Inc.
SIGNAWOOD	88171211	10/26/2018	N/A	N/A	Pending	ICP Construction, Inc.
SIGNAFLEX AQUA	88171221	10/26/2018	N/A	N/A	Pending	ICP Construction, Inc.
STAIN-PROOF	87939869	5/29/2018	5854462	9/10/2019	Registered	ICP Construction, Inc.
RAREFORM	87857739	3/30/2018	5770969	6/4/2019	Registered	ICP Construction, Inc.
INDEPENDENCE FOR INDEPENDENTS	87827962	3/9/2018	5852526	9/3/2019	Registered	ICP Construction, Inc.
ROCK-TRED	87560678	8/8/2017	N/A	N/A	Pending	ICP Construction, Inc.
PORCELAIN PLUS	87518202	7/6/2017	5520941	7/17/2018	Registered	ICP Construction, Inc.
STREETSCAPE	87484532	6/12/2017	5692509	3/5/2019	Registered	ICP Construction, Inc.

Mark	Application Number	Application Date	Registration Number	Registration Date	Status	Owner Name
PROTECTOR	87484556	6/12/2017	5440127	4/3/2018	Registered	ICP Construction, Inc.
FIBERLOCK	87457392	5/19/2017	5675951	2/12/2019	Registered	ICP Construction, Inc.
CALIFORNIA PRODUCTS CORPORATION	87260383	12/7/2016	5444307	4/10/2018	Registered	ICP Construction, Inc.
CALIFORNIA PAINTS	87260374	12/7/2016	5566417	9/18/2018	Registered	ICP Construction, Inc.
FIXALL	87069422	6/13/2016	5397208	2/6/2018	Registered	ICP Construction, Inc.
ICP CONSTRUCTION	87054509	5/31/2016	5418943	3/6/2018	Registered	ICP Construction, Inc.
HYDROBOOST	86903068	2/10/2016	5370658	1/2/2018	Registered	ICP Construction, Inc.
	75909971	2/4/2000	2638020	10/22/2002	Registered	ICP Construction, Inc.
REBOUND ACE	73740947	7/19/1988	1694393	6/16/1992	Registered	ICP Construction, Inc.