

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555406

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ES OPCO USA LLC		12/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2444845	BALER'S CHOICE	
<b>Registration Number:</b>	5297841	B MAXXPRO	
<b>Registration Number:</b>	3108029	I MAXX PRO	
<b>Registration Number:</b>	5385726	KONTROL	
<b>Registration Number:</b>	2459904	MASTERLINE	
<b>Registration Number:</b>	2714133	MASTERLINE	
<b>Registration Number:</b>	5307363	MASTERLINE B MAXX PRO	
<b>Registration Number:</b>	2649295	PESTWEB	
<b>Registration Number:</b>	2054686	PESTWEB	
<b>Registration Number:</b>	4804755	PROVMWEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		

CH \$265.00 2444845

**Address Line 2:** C/O KIMBERLEY A. LATHROP  
**Address Line 4:** LOS ANGELES, CALIFORNIA 90067

**ATTORNEY DOCKET NUMBER:** 11964.266

**NAME OF SUBMITTER:** Kimberley A. Lathrop

**SIGNATURE:** /Kimberley A. Lathrop/

**DATE SIGNED:** 12/31/2019

**Total Attachments: 6**

source=08. Intellectual Property Security Agreement#page1.tif  
source=08. Intellectual Property Security Agreement#page2.tif  
source=08. Intellectual Property Security Agreement#page3.tif  
source=08. Intellectual Property Security Agreement#page4.tif  
source=08. Intellectual Property Security Agreement#page5.tif  
source=08. Intellectual Property Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2019, is made by ES OpCo USA LLC, a Delaware limited liability company (“Grantor”), in favor of MidCap Financial Trust (“MidCap”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of December 31, 2019 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) among ENS Holdings III Corp., a Delaware corporation (“Topco Borrower”), ES OpCo USA LLC, a Delaware limited liability company (together with Topco Borrower, the “Borrowers” and each individually, a “Borrower”), ENS Holdings II Corp., a Delaware corporation (“Holdings”), the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 31, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Loan Documents. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

ES OPCO USA LLC, as Grantor

By: 

Name: Tracy McEuen

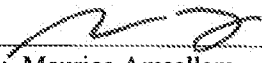
Title: President, Chief Executive Officer and  
Secretary

ACCEPTED AND AGREED  
as of the date first above written:

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent

By: Apollo Capital Management, L.P., its  
Investment Manager

By: Apollo Capital Management GP, LLC, its  
General Partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006828 FRAME: 0503**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement

Title	Jurisdiction / Status	Application Date	Application Number	Registration Date	Registration Number	Record Owner
BALER'S CHOICE	UNITED STATES  REGISTERED	09/17/1998	75/554,734	04/17/2001	2,444,845	ES OpCo USA LLC
B MAXXPRO	UNITED STATES  REGISTERED	07/22/2016	87/113,597	09/26/2017	5297841	ES OpCo USA LLC
I MAXX PRO	UNITED STATES  REGISTERED	10/21/2004	78/503,662	06/20/2006	3,108,029	ES OpCo USA LLC
KONTROL	UNITED STATES  REGISTERED	06/28/2017	87/509,744	01/23/2018	5385726	ES OpCo USA LLC
MASTERLINE	UNITED STATES  REGISTERED	08/22/1996	75/154,409	06/12/2001	2,459,904	ES OpCo USA LLC
MASTERLINE	UNITED STATES  REGISTERED	10/13/2000	76/146,770	05/06/2003	2,714,133	ES OpCo USA LLC

Title	Jurisdiction / Status	Application Date	Application Number	Registration Date	Registration Number	Record Owner
MASTERLINE B MAXX PRO	UNITED STATES  REGISTERED	02/10/2016	86/904,202	10/10/2017	5307363	ES OpCo USA LLC
PESTWEB	UNITED STATES  REGISTERED	01/24/2002	76/363,350	11/12/2002	2,649,295	ES OpCo USA LLC
PESTWEB	UNITED STATES  REGISTERED	03/06/1996	75/068,360	04/22/1997	2,054,686	ES OpCo USA LLC
PROVMWEB	UNITED STATES  REGISTERED	12/20/2013	86/149,881	09/01/2015	4,804,755	ES OpCo USA LLC