

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555831

|                                                                                                                                                                                                 |                                   |                       |                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------|----------------------------------------|
| <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>                     |
| HAR-TRU, LLC                                                                                                                                                                                    |                                   | 01/02/2020            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                   |                       |                                        |
| <b>Name:</b>                                                                                                                                                                                    | ATLANTIC UNION BANK               |                       |                                        |
| <b>Street Address:</b>                                                                                                                                                                          | 1051 East Cary Street, Suite 1200 |                       |                                        |
| <b>City:</b>                                                                                                                                                                                    | Richmond                          |                       |                                        |
| <b>State/Country:</b>                                                                                                                                                                           | VIRGINIA                          |                       |                                        |
| <b>Postal Code:</b>                                                                                                                                                                             | 23219                             |                       |                                        |
| <b>Entity Type:</b>                                                                                                                                                                             | Corporation: VIRGINIA             |                       |                                        |
| <b>PROPERTY NUMBERS Total: 13</b>                                                                                                                                                               |                                   |                       |                                        |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                     | <b>Word Mark</b>      |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 3524594                           | CLAYTECH              |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 2005694                           | COURTMASTER           |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 1986857                           | COURTMASTER           |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 2702318                           | TREAD BLASTER         |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 4970575                           | COURTMASTER CLASSIC   |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 4970576                           | COURTMASTER ELITE     |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 3099843                           | TENEX                 |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 4990285                           | COURTMASTER PRO       |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 4970577                           | COURTMASTER ROYALE    |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 1477103                           | HAR-TRU               |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 0998468                           | HAR-TRU               |                                        |
| <b>Registration Number:</b>                                                                                                                                                                     | 5496094                           | HAR-TRU               |                                        |
| <b>Serial Number:</b>                                                                                                                                                                           | 88264007                          | HYQ                   |                                        |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                   |                       |                                        |
| <b>Fax Number:</b>                                                                                                                                                                              | 8046440957                        |                       |                                        |
| <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>                                                                                                                                                                                   | (804) 771-9500                    |                       |                                        |
| <b>Email:</b>                                                                                                                                                                                   | trademarks@hirschlerlaw.com       |                       |                                        |
| <b>TRADEMARK</b>                                                                                                                                                                                |                                   |                       |                                        |

CH \$340.00 3524594

**Correspondent Name:** Alexandra K. Casagrande  
**Address Line 1:** Hirschler, P.O. Box 500  
**Address Line 4:** Richmond, VIRGINIA 23218-0500

**NAME OF SUBMITTER:** Alexandra K. Casagrande

**SIGNATURE:** /Alexandra K. Casagrande/

**DATE SIGNED:** 01/03/2020

**Total Attachments: 5**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of dated as of January 2, 2020 (this "Security Agreement"), is made by HAR-TRU, LLC, a Delaware limited liability company (the "Grantor"), in favor of ATLANTIC UNION BANK, formerly known as Union Bank & Trust, as administrative agent (in such capacity, together with its successors and assigns, "Agent") for itself and the other lenders party to the Loan Agreement (defined below) from time to time and their respective successors and assigns, individually and collectively as the context may require ("Lender"). All capitalized terms not defined herein shall have the meanings assigned to them in the Guaranty and Security Agreement.

WHEREAS, each of TH OPCO, LLC, a Delaware limited liability company ("TH OpCo") and TUCKAHOE REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company ("TH Real Estate") and, each of TH OpCo and TH Real Estate is referred to herein as a "Borrower") and Agent and Lender have entered into an Amended and Restated Revolving Credit and Term Loan Agreement, dated even date herewith (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, each Borrower, Grantor and certain other parties have entered into the Amended and Restated Guaranty and Security Agreement, dated even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of Agent and Lender; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement, Grantor hereby agrees 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 Agent, as administrative agent for Lender, and grants to Agent, as administrative agent for Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) 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, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent, as administrative agent for Lender, pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of 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 assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This 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 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 Commonwealth of Virginia.

**SECTION 7. Limitations on Agent's Authority.** Notwithstanding anything contained herein to the contrary, Agent's authority hereunder is subject to all applicable limitations set forth in the Loan Agreement.

**SECTION 8. Amendment and Restatement.** This Security Agreement hereby amends and restates, in all respects, that certain Trademark Security Agreement executed and delivered by Grantor in favor of Union Bank & Trust (now known as Atlantic Union Bank) dated as of March 30, 2018, as the same may have been heretofore amended, modified, substituted and/or restated.

[signature page follows]

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

[signature page]

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.

HAR-TRU, LLC  
a Delaware limited liability company

By: [Signature] (SEAL)  
Name: Stuart Farrell  
Title: President

COMMONWEALTH/STATE OF Virginia  
COUNTY/CITY OF Richmond

The foregoing instrument was acknowledged before me by Stuart Farrell, as President of HAR-TRU, LLC, a Delaware limited liability company, on behalf of such company. He is personally known to me or produced his state issued driver's license as identification.

GIVEN under my hand this 18<sup>th</sup> day of December, 2019.

[Signature]  
Notary Public

My Commission Expires: August 31, 2022

Notary Registration No.: 114097

[AFFIX NOTARY SEAL]



Copyrights, Patents, and Trademarks and Copyright, Patent, and Trademark Licenses

I. REGISTERED COPYRIGHTS, PATENTS and TRADEMARKS

TRADEMARK APPLICATIONS

| <u>Grantor</u> | <u>Trademark</u>       | <u>Serial/Registration Number</u> | <u>Registration Date</u>    | <u>Country Registered</u> |
|----------------|------------------------|-----------------------------------|-----------------------------|---------------------------|
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| Har-Tru, LLC   | CLAYTECH               | 3524594                           | 10/28/2008                  | United States             |
| Har-Tru, LLC   | COURTMASTER            | 2005694                           | 10/8/1996                   | United States             |
| Har-Tru, LLC   | COURTMASTER            | 1986857                           | 7/16/1996                   | United States             |
| Har-Tru, LLC   | TREAD BLASTER & Design | 2702318                           | 4/1/2003                    | United States             |
| Har-Tru, LLC   | COURTMASTER CLASSIC    | 4970575                           | 5/31/2016                   | United States             |
| Har-Tru, LLC   | COURTMASTER ELITE      | 4970576                           | 5/31/2016                   | United States             |
| Har-Tru, LLC   | TENEX                  | 3099843                           | 6/6/2006                    | United States             |
| Har-Tru, LLC   | COURTMASTER PRO        | 4990285                           | 6/28/2016                   | United States             |
| Har-Tru, LLC   | COURTMASTER ROYALE     | 4970577                           | 5/31/2016                   | United States             |
| Har-Tru, LLC   | HAR-TRU                | 1477103                           | 2/16/1988                   | United States             |
| Har-Tru, LLC   | HAR-TRU                | 0998468                           | 11/19/1974                  | United States             |
| Har-Tru, LLC   | HAR-TRU                | 5496094                           | 6/19/2018                   | United States             |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |
| Har-Tru, LLC   | HYQ                    | 88264007                          | Pending as of<br>01/16/2019 | United States             |
| [REDACTED]     | [REDACTED]             | [REDACTED]                        | [REDACTED]                  | [REDACTED]                |

II. COPYRIGHT, PATENT, AND TRADEMARK APPLICATIONS

**U.S. PATENTS**

| <u>Grantor</u>      | <u>Number</u>     | <u>Date</u>       | <u>Issue Title</u>                   |
|---------------------|-------------------|-------------------|--------------------------------------|
| <u>Har-Tru, LLC</u> | <u>8,920,101</u>  | <u>12/30/2014</u> | <u>Tennis Ball Collection Device</u> |
| <u>Har-Tru, LLC</u> | <u>10,435,851</u> | <u>10/08/2019</u> | <u>Sub-Irrigated Tennis Court</u>    |

III. COPYRIGHT, PATENT and TRADEMARK LICENSES

None.