

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		01/27/2020	National Banking Association: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Neptune Parent, LLC
<b>Street Address:</b>	6625 Iron Horse Boulevard
<b>City:</b>	North Richland Hills
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76180
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Novaria Holdings, LLC
<b>Street Address:</b>	6625 Iron Horse Boulevard
<b>City:</b>	North Richland Hills
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76180
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5729655	ENVELOX
Registration Number:	4073390	FERCO AEROSPACE
Registration Number:	2220000	SLI
Registration Number:	0784259	THE RED NYLON RING OF RELIABILITY
Registration Number:	0724118	
Registration Number:	0620669	
Registration Number:	0611674	
Registration Number:	0574202	ELASTIC STOP
Registration Number:	0554340	ESNA
Registration Number:	0666468	"LONG-LOK "
Registration Number:	0751921	T-SERT
Registration Number:	0748985	DYNA-THRED
Registration Number:	0726887	LL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	0927141	POLY-LOK
Registration Number:	4295270	OMNI-LOK

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200

*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:** 3128622000

**Email:** rob.soneson@kirkland.com

**Correspondent Name:** Rob Soneson

**Address Line 1:** 300 N LaSalle

**Address Line 2:** Kirkland & Ellis LLP

**Address Line 4:** Chicago, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	22024-363-RFS
<b>NAME OF SUBMITTER:</b>	Rob Soneson
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	01/27/2020

**Total Attachments: 6**

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of January 27, 2020, is made by each of the undersigned grantors (individually, a “Grantor” and, collectively, the “Grantors”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of January 27, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among NEPTUNE PARENT, LLC, a Delaware limited liability company (the “Holdings”), NOVARIA HOLDINGS, LLC, a Delaware limited liability company (the “Borrower”), the lending institutions from time to time parties thereto (each, a “Lender” and collectively the “Lenders”) and ROYAL BANK OF CANADA, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of January 27, 2020 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon

such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**6. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Grantors:


NOVARIA HOLDINGS, LLC  
FERCO TECH, LLC  
SPACE-LOK, INC.  
ESNA, LLC  
LONG-LOK, LLC

By:   
Name: Colin Cohen  
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 006847 FRAME: 0548**

ROYAL BANK OF CANADA,  
as the Collateral Agent

By:   
Name: Yvonne Brazier  
Title: Manager, Agency Services

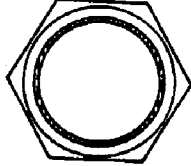
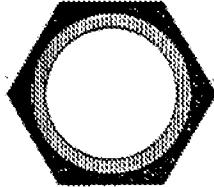
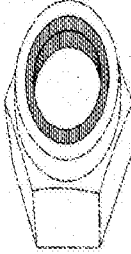
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**TRADEMARK**

**REEL: 006847 FRAME: 0549**

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Owner</b>	<b>Trademark</b>	<b>Registration / Application Number</b>
Novaria Holdings, LLC	ENVELOX	5729655
Ferco Tech, LLC	FERCO AEROSPACE	4073390
Space-Lok, Inc.	SLI	2220000
ESNA, LLC	THE RED NYLON RING OF RELIABILITY AND DESIGN <i>The red nylon ring of reliability</i>	0784259
ESNA, LLC	Design only 	0724118
ESNA, LLC	Design only 	0620669
ESNA, LLC	Design only 	0611674
ESNA, LLC	ELASTIC STOP in Stylized Letters <b>ELASTIC STOP</b>	0574202
ESNA, LLC	ESNA in Stylized Letters <b>ESNA</b>	0554340
Long-Lok, LLC	"LONG-LOK"	0666468
Long-Lok, LLC	T-SERT	0751921
Long-Lok, LLC	DYNA-THRED	0748985

<b>Owner</b>	<b>Trademark</b>	<b>Registration / Application Number</b>
Long-Lok, LLC	LL AND DESIGN	0726887
Long-Lok, LLC	POLY-LOK	0927141
Long-Lok, LLC	OMNI-LOK	4295270