

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564710

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MARCO GROUP INTERNATIONAL OPCO, LLC		03/02/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	NXT CAPITAL, LLC, AS US AGENT
<b>Street Address:</b>	191 NORTH WACKER DRIVE
<b>Internal Address:</b>	30TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5525990	VAPORMASTER
Registration Number:	5530531	BARRICADE
Registration Number:	4704729	BLACK LIGHTNING
Registration Number:	4499467	XTREME-DUTY
Registration Number:	4739591	SPRAYMASTER
Registration Number:	4846437	VACMASTER
Registration Number:	4610626	DUSTMASTER
Registration Number:	2561996	KWIKFIRE
Registration Number:	2180531	MARCO
Registration Number:	1618436	BLASTMASTER

## CORRESPONDENCE DATA

Fax Number: 3129021061

*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: 312-577-8208

Email: alana.hernandez@katten.com

Correspondent Name: ALANA HERNANDEZ C/O KATTEN

Address Line 1: 525 W. MONROE STREET

TRADEMARK

<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ
<b>SIGNATURE:</b>	/ALANA HERNANDEZ/
<b>DATE SIGNED:</b>	03/02/2020
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 2<sup>nd</sup> day of March, 2020, by Marco Group International Opco, LLC, a Delaware limited liability company (“Grantor”), in favor of NXT Capital, LLC, in its capacity as US Agent and for the benefit of itself, the Canadian Agent and the other Secured Parties (herein, “Grantee”):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates from time to time party thereto, US Agent, Canadian Agent and the Lenders from time to time party thereto are parties to a certain Credit Agreement dated as of March 2, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by US Agent, Canadian Agent and/or the Lenders, as the case may be;

WHEREAS, pursuant to the terms of a certain US Guarantee and Collateral Agreement dated as of March 2, 2020 among Grantor, one or more of its affiliates from time to time party thereto and US Agent (as the same may be amended or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of itself, the Canadian Agent and the other Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto (including, without limitation, Articles 9, 11 and 12 of the Credit Agreement). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of itself, Canadian Agent and the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MARCO GROUP INTERNATIONAL OFCO, LLC

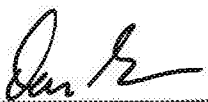
By: 

Name: John Kaup

Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**NXT CAPITAL, LLC,**  
as Grantee

By:   
Name: Dan Green  
Title: Director

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
VAPORMASTER	5,525,990	07/24/2018
BARRICADE	5,530,531	07/31/2018
BLACK LIGHTNING	4,704,729	03/17/2015
XTREME-DUTY	4,499,467	03/18/2014
SPRAYMASTER	4,739,591	05/19/2015
VACMASTER	4,846,437	11/03/2015
DUSTMASTER	4,610,626	09/23/2014
KWIKFIRE	2,561,996	04/16/2002
MARCO	2,180,531	08/11/1998
BLASTMASTER	1,618,436	10/23/1990

**TRADEMARK APPLICATIONS**

None.