

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM564922

<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>
MARCO GROUP INTERNATIONAL OPCO, LLC		03/02/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANTOR FITZGERALD SECURITIES, AS AGENT		
<b>Street Address:</b>	110 E. 59th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	general partnership: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<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>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		

OP \$265.00 5525990

<b>Address Line 4:</b> Charlotte, NORTH CAROLINA 28202	
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher, Senior Paralegal
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	03/03/2020
<b>Total Attachments: 5</b> source=APE - Trademark Notice (2L)#page1.tif source=APE - Trademark Notice (2L)#page2.tif source=APE - Trademark Notice (2L)#page3.tif source=APE - Trademark Notice (2L)#page4.tif source=APE - Trademark Notice (2L)#page5.tif	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “SUBORDINATION AGREEMENT”) DATED AS OF MARCH 2, 2020 BY AND AMONG CANTOR FITZGERALD SECURITIES, IN ITS CAPACITY AS COLLATERAL AGENT, AS SUBORDINATED AGENT, EACH SUBORDINATED CREDITOR (AS DEFINED THEREIN), AND NXT CAPITAL, LLC AND ANTARES CAPITAL LP, AS SENIOR AGENTS, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY EACH OF MARCO APE OPCO HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, MARCO GROUP INTERNATIONAL OPCO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, APE INTERMEDIATE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ABRASIVE PRODUCTS AND EQUIPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, MARCO BLAST AND ABRASIVES CANADA INC., A CORPORATION ORGANIZED UNDER THE LAWS OF BRITISH COLUMBIA, AND MARCO APE INTERMEDIATE HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PURSUANT TO THE SENIOR DEBT DOCUMENTS (AS DEFINED IN THE SUBORDINATION AGREEMENT), AS SUCH SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE SUBORDINATION AGREEMENT AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE SENIOR DEBT DOCUMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

#### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this 2nd day of March, 2020, by MARCO GROUP INTERNATIONAL OPCO, LLC, a Delaware limited liability company (“Grantor”), in favor of CANTOR FITZGERALD SECURITIES, in its capacity as Agent for the benefit of the Secured Parties (herein, “Grantee”):

#### **W I T N E S S E T H**

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

WHEREAS, pursuant to the terms of a certain Second Lien 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 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 the 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 Note Purchase Agreement and Collateral Agreement. The Note Purchase 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 Note Purchase 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 the 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]

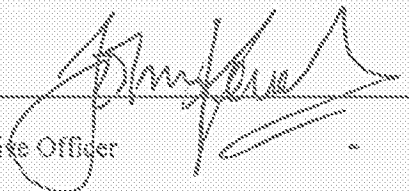
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

MARCO GROUP INTERNATIONAL OPCO, LLC

By: \_\_\_\_\_

Name: John Kaul

Title: Chief Executive Officer



Agreed and Accepted  
As of the Date First Written Above

CANTOR FITZGERALD SECURITIES,  
in its capacity as Agent, as Grantee

By: \_\_\_\_\_

Name:

Title:

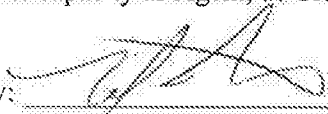
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**MARCO GROUP INTERNATIONAL OPCO, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Agreed and Accepted  
As of the Date First Written Above

**CANTOR FITZGERALD SECURITIES,**  
in its capacity as Agent, as Grantee

By:  \_\_\_\_\_  
Name: **Nils Horning**  
Title: **Vice President**

**SCHEDULE 1****TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
Marco Group International Opco, LLC	VAPORMASTER	5,525,990	07/24/2018	US
Marco Group International Opco, LLC	BARRICADE	5,530,531	07/31/2018	US
Marco Group International Opco, LLC	BLACK LIGHTNING	4,704,729	03/17/2015	US
Marco Group International Opco, LLC	XTREME-DUTY	4,499,467	03/18/2014	US
Marco Group International Opco, LLC	SPRAYMASTER	4,739,591	05/19/2015	US
Marco Group International Opco, LLC	VACMASTER	4,846,437	11/03/2015	US
Marco Group International Opco, LLC	DUSTMASTER	4,610,626	09/23/2014	US
Marco Group International Opco, LLC	KWIKFIRE	2,561,996	04/16/2002	US
Marco Group International Opco, LLC	MARCO	2,180,531	08/11/1998	US
Marco Group International Opco, LLC	BLASTMASTER	1,618,436	10/23/1990	US