

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577979

<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>
Cal-Tex Protective Coatings, Incorporated		05/22/2020	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent Agency Services LLC, as Collateral Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2766435	PARTNERS IN PROFIT	
<b>Registration Number:</b>	2766484	RESISTALL	
<b>Registration Number:</b>	3379061	SHADOWMARK	
<b>Registration Number:</b>	3533454	V POINTS	
<b>Registration Number:</b>	3516362	ATP	
<b>Registration Number:</b>	4334610	RESISTALL	
<b>Registration Number:</b>	4577268	NG2	
<b>Registration Number:</b>	4923863	RESISTALL	
<b>Registration Number:</b>	5161755	RIDE HARD...PLAY HARD...CLEAN UP EASY	
<b>Registration Number:</b>	5306993	CALTEX	
<b>Registration Number:</b>	5134301		
<b>Registration Number:</b>	5926833	RESISTALL DRX	
<b>Registration Number:</b>	5064383	EZSHINE	
<b>Registration Number:</b>	5668456	NEW SOLUTIONZ	
<b>Registration Number:</b>	5665192		
<b>Registration Number:</b>	1523085	CARECRAFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		

CH \$415.00 2766435

TRADEMARK

**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:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

<b>ATTORNEY DOCKET NUMBER:</b>	22283 / 049
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<b>NAME OF SUBMITTER:</b>	Christine Slattery
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<b>SIGNATURE:</b>	/Christine Slattery/
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<b>DATE SIGNED:</b>	05/26/2020
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of **May 22, 2020** (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **CRESCENT AGENCY SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of September 9, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor and the Collateral Agent;

**WHEREAS**, initially capitalized terms used but not defined in this Agreement have their respective meanings as defined in the Pledge and Security Agreement; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) (i) The United States registered trademarks and service marks and applications therefor referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the United States Copyright Office, United States Patent and Trademark Office, and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern, as applicable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


Cal-Tex Protective Coatings, Incorporated,  
as the Grantor

By: Emily Pollack  
Name: Emily Pollack  
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

**CRESCENT AGENCY SERVICES LLC,**  
as Collateral Agent

By:   
Name: Jake Garmey  
Title: Managing Director

By:   
Name: Jake Hixon  
Title: Vice President

SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations

<u>Owner</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cal-Tex Protective Coatings, Incorporated	PARTNERS IN PROFIT	2766435	September 23, 2003
Cal-Tex Protective Coatings, Incorporated	RESISTALL	2766484	September 23, 2003
Cal-Tex Protective Coatings, Incorporated	SHADOWMARK	3379061	February 5, 2008
Cal-Tex Protective Coatings, Incorporated	V POINTS	3533454	November 18, 2008
Cal-Tex Protective Coatings, Incorporated	ATP	3516362	October 14, 2008
Cal-Tex Protective Coatings, Incorporated	RESISTALL	4334610	May 14, 2013
Cal-Tex Protective Coatings, Inc.	NG2	4577268	July 29, 2014
Cal-Tex Protective Coatings, Inc.	RESISTALL	4923863	March 22, 2016
Cal-Tex Protective Coatings, Inc.	RIDE HARD...PLAY HARD...CLEAN UP EASY	5161755	March 14, 2017
Cal-Tex Protective Coatings, Inc.	CALTEX	5306993	October 10, 2017
Cal-Tex Protective Coatings, Inc.	"Design Only"	5134301	January 31, 2017
Cal-Tex Protective Coatings, Inc.	RESISTALL DRX	5926833	December 3, 2019
Cal-Tex Protective Coatings, Inc.	EZSHINE	5064383	October 18, 2016
Cal-Tex Protective Coatings, Inc.	NEW SOLUTIONZ	5668456	February 5, 2019
Cal-Tex Protective Coatings, Inc.	"Design Only"	5665192	January 29, 2019
Cal-Tex Protective Coatings, Incorporated	CARECRAFT	1523085	February 7, 1989

United States Trademark Applications

None.