

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro-Mark, LLC		06/01/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	305 S. Grand Avenue		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 45			
Property Type	Number	Word Mark	
Registration Number:	4538807	ACCUSCAPE	
Registration Number:	5678000	ACCUSCAPE PROSERIES	
Registration Number:	5097198	AEROFLEX EXPANDING GARDEN HOSE	
Registration Number:	5148390	ANTIKINK	
Registration Number:	4677674	BLOOM	
Registration Number:	5625978	BLOOM	
Registration Number:	4293391	BLOOM	
Registration Number:	4455969	BLOOM	
Registration Number:	3261213	BOND	
Registration Number:	3392004	BOND	
Registration Number:	3684493	BOND	
Registration Number:	3741198	BOND	
Registration Number:	4746070	BOND	
Registration Number:	5508724	BOND	
Registration Number:	5519694	BOND	
Registration Number:	4621447	BRYANT	
Registration Number:	4104074	CARBONITE	
Registration Number:	5162664	CONTROLGRIP	
Registration Number:	5247591	DURAFLEX	
TRADEMARK			

OP \$1140.00 4538807

Property Type	Number	Word Mark
Registration Number:	5629503	DURAFLEXPRO
Registration Number:	5191038	EXOJACKET
Registration Number:	3781973	GARDEN IQ SERIES
Registration Number:	3793924	GARDEN IQ SERIES
Registration Number:	4514770	GRASSZILLA
Registration Number:	5130432	GRIPHOOK
Registration Number:	5191320	HYDRALITE
Registration Number:	5682018	INSTA BRACE
Registration Number:	4709720	NO KINK
Registration Number:	5033196	POLYFUSION TECHNOLOGY
Registration Number:	5440010	QUICK REPAIR COUPLINGS
Registration Number:	5156155	SMART PRUNER
Registration Number:	5046545	SMART SAUCER
Registration Number:	5045609	SNAKEWAND
Registration Number:	4625774	SPLASH
Registration Number:	4507452	SYNCDRIVE
Registration Number:	4749962	TANGLE FREE
Registration Number:	4906379	TITANIUM
Registration Number:	4958897	WEED OUT
Registration Number:	4514768	WINDZILLA
Registration Number:	5195777	XTREME STEP
Registration Number:	4832338	XTREMEGRIP
Registration Number:	5247682	YACHTSMAN
Registration Number:	4714168	ZERO KINK
Serial Number:	88847870	BOND
Serial Number:	88472768	BLOOM

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,kate.ferrara@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	06/02/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this “Trademark Security Agreement”) is made as of this 1st day of June, 2020, between the Grantor listed on the signature page hereof (the “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Secured Parties (as defined in the Credit Agreement) (as defined below) (together with its successors and assigns in such capacity, “Agent”).

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty dated as of February 1, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among LUNAR ACQUISITION CORPORATION, a Delaware corporation (“Lunar”), PRO-MARK, LLC, a Utah limited liability company (“Pro-Mark”), ORBIT IRRIGATION PRODUCTS, LLC, a Utah limited liability company (“Orbit”), and HYDRO-RAIN, LLC, a Utah limited liability company (“Hydro”, and together with Lunar, Pro-Mark, Orbit and each other Person joined thereto as a borrower from time to time, and all of their respective permitted successors and assigns, jointly and severally, collectively, the “Borrowers” and each a “Borrower”), the lenders from time to time party thereto (collectively, the “Lenders” and each individually a “Lender”), and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall not be deemed to have granted a security interest in, any Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms 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 Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this



Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the date when all of the Obligations have been Paid in Full after the termination of the Credit Agreement or each Loan Party has furnished Agent and Lenders with an indemnification satisfactory to Agent and Lenders with respect thereto. Any reference herein to any Person shall be construed to include such Person's permitted successors and assigns.

[Remainder of page intentionally left blank signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTOR:

PRO-MARK, LLC,
a Utah limited liability company

By: 
Name: Mary Ann Sigler
Title: Vice President and Treasurer 

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Gregory J. Hall
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

The Trademarks listed on this Schedule I shall include only the itemized products set forth opposite such Trademark on such schedule.

Registered Trademarks:

<u>Country</u>	<u>Mark</u>	<u>File Date</u>	<u>Registration No.</u>
USA	Accuscape	10/18/2012	4538807
USA	Accuscape Proseries	2/22/2018	5678000
USA	AEROFLEX EXPANDING GARDEN HOSE	2/11/2016	5097198
USA	ANTI KINK	10/26/2015	5148390
USA	Bloom	2/3/2014	4677674
USA	bloom	3/7/2018	5625978
USA	Bloom	3/14/2012	4293391
USA	Bloom	7/11/2012	4455969
USA	Bond (stylized)	8/8/2005	3261213
USA	Bond	8/4/2005	3392004
USA	Bond	8/4/2005	3684493
USA	Bond (stylized)	8/8/2005	3741198
USA	Bond	1/24/2015	4746070
USA	Bond (stylized)	2/16/2018	5508724
USA	Bond	2/15/2018	5519694
USA	Bryant	6/16/2011	4621447
USA	Carbonite	10/27/2010	4104074
USA	ControlGrip	3/14/2016	5162664
USA	Duraflex	6/10/2016	5247591
USA	Duraflexpro	2/28/2018	5629503
USA	Exojacket	9/23/2016	5191038

<u>Country</u>	<u>Mark</u>	<u>File Date</u>	<u>Registration No.</u>
USA	Garden IQ Series	7/23/2008	3781973
USA	Garden IQ Series	7/23/2008	3793924
USA	GrassZilla	10/22/2103	4514770
USA	GripHook	3/14/2016	5130432
USA	Hydralite	12/31/2014	5191320
USA	Insta brace	2/22/2018	5682018
USA	NO KINK	6/4/2013	4709720
USA	Polyfusion Technology	10/26/2015	5033196
USA	Quick Repair Couplings	2/1/2017	5440010
USA	SMART PRUNER	8/16/2016	5156155
USA	SMART SAUCER	6/5/2015	5046545
USA	SnakeWand	3/10/2016	5045609
USA	SPLASH	6/20/2013	4625774
USA	SyncDrive	2/5/2013	4507452
USA	Tanglefree	1/2/2015	4749962
USA	Titanium	10/31/2014	4906379
USA	Weed Out	8/20/2015	4958897
USA	WINDZILLA	10/22/2013	4514768
USA	XTREME STEP	12/2/2017	5195777
USA	XtremeGrip	2/12/2013	4832338
USA	Yachtsman	7/20/2016	5247682
USA	ZERO KINK	6/3/2013	4714168

Trademark Applications:

<u>Country</u>	<u>Mark</u>	<u>File Date</u>	<u>Status</u>
USA	Bond	3/25/2020	Pending; Application No.: 88847870
USA	Bloom	6/13/2019	Pending; Application No.: 88472768
USA	Performance	10/21/2019	Pending; Application No.: 88662823
USA	Safecation	3/20/2020	Pending; Application No.: 88842060

Licenses¹

1. Trademark License Agreement, dated November 1, 2016, by and between Bond Manufacturing and OMS Investments, Inc., as modified by that certain Amendment No. 1, dated May 3, 2017, and that certain Amendment No. 1 to Trademark License Agreement, dated May 3, 2019.
2. Production, Distribution, and Royalty Agreement, dated September 9, 2017, by and between Bond Manufacturing and Inter Speed Products AB of Sweden.
3. Trademark License Agreement, dated January 1, 2019, by and between Stanley Black & Decker, Inc., the Black & Decker Corporation, and Stanley Logistics, L.L.C., on the one hand, and Bond Manufacturing, on the other hand, as modified by that certain First Amendment to License Agreement, dated January 2, 2019, and that certain Second Amendment to Trademark License Agreement, dated September 20, 2019.
4. License Agreement, dated March 14, 2018, by and between Stanley Black & Decker, Inc. and Bond Manufacturing, as modified by that certain First Amendment to License Agreement, dated January 1, 2019, that certain Second Amendment to License Agreement, dated July 23, 2019, and that certain Third Amendment to License Agreement, dated October 21, 2019.
5. Trademark License Agreement, dated June 22, 2017, by and between Bond Manufacturing and E.I. Dupont De Nemours and Company, as modified by that certain First Amendment to Trademark License Agreement, dated October 8, 2018.

¹ Each of the License Agreements listed here are as assigned by Bond Manufacturing to Grantor pursuant to the Bond Manufacturing Acquisition Documents.