

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAR-TRU, LLC		06/22/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ATLANTIC UNION BANK		
Street Address:	1051 East Cary Street, Suite 1200		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3524594	CLAYTECH	
Registration Number:	2005694	COURTMASTER	
Registration Number:	1986857	COURTMASTER	
Registration Number:	2702318	TREAD BLASTER	
Registration Number:	4970575	COURTMASTER CLASSIC	
Registration Number:	4970576	COURTMASTER ELITE	
Registration Number:	3099843	TENEX	
Registration Number:	4990285	COURTMASTER PRO	
Registration Number:	4970577	COURTMASTER ROYALE	
Registration Number:	1477103	HAR-TRU	
Registration Number:	0998468	HAR-TRU	
Registration Number:	5496094	HAR-TRU	
Serial Number:	88264007	HYQ	
CORRESPONDENCE DATA			
Fax Number:	8046440957		
<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>			
Phone:	804-771-9500		
Email:	trademarks@hirschlerlaw.com		
TRADEMARK			

CH \$340.00 3524594

Correspondent Name: Alexandra K. Casagrande
Address Line 1: Hirschler, P.O. Box 500
Address Line 4: Richmond, VIRGINIA 23218-0500

NAME OF SUBMITTER: Alexandra K. Casagrande

SIGNATURE: /Alexandra K. Casagrande/

DATE SIGNED: 06/22/2020

Total Attachments: 6

source=A&R Patent & Trademark Security Agreement (Har-Tru)#page1.tif

source=A&R Patent & Trademark Security Agreement (Har-Tru)#page2.tif

source=A&R Patent & Trademark Security Agreement (Har-Tru)#page3.tif

source=A&R Patent & Trademark Security Agreement (Har-Tru)#page4.tif

source=A&R Patent & Trademark Security Agreement (Har-Tru)#page5.tif

source=A&R Patent & Trademark Security Agreement (Har-Tru)#page6.tif

**SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2020 (this "Security Agreement"), is made by HAR-TRU, LLC, a Delaware limited liability company (the "Grantor"), in favor of ATLANTIC UNION BANK, as administrative agent (in such capacity, together with its successors and assigns, "Agent") for itself and the other lenders party to the Loan Agreement (defined below) from time to time and their respective successors and assigns, individually and collectively as the context may require ("Lender"). All capitalized terms not defined herein shall have the meanings assigned to them in the Guaranty and Security Agreement.

WHEREAS, each of TH OPCO, LLC, a Delaware limited liability company ("TH OpCo") and TUCKAHOE REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company ("TH Real Estate"); each of TH OpCo and TH Real Estate is referred to herein as a "Borrower", Agent and Lender have entered into a Second Amended and Restated Revolving Credit and Term Loan Agreement, dated of even date herewith (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Borrower and certain of its Subsidiaries and Grantor entered into the Second Amended and Restated Guaranty and Security Agreement, dated of even date herewith (together, as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of Agent and Lender; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent, as administrative agent for Lender, and grants to Agent, as administrative agent for Lender, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent and Trademark Collateral");

- (i) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;
- (ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing;
- (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- (iv) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (v) all renewals and extensions of the foregoing;
- (vi) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(vii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent, as administrative agent for Lender pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks and Patent and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia.

SECTION 7. Limitations on Agent's Authority. Notwithstanding anything contained herein to the contrary, Agent's authority hereunder is subject to all applicable limitations set forth in the Loan Agreement.

SECTION 8. Amendment and Restatement. This Security Agreement hereby amends and restates, in all respects, that certain Amended and Restated Trademark Security Agreement executed and delivered by Grantor in favor of Atlantic Union Bank dated as of January 2, 2020, as the same may have been heretofore amended, modified, substituted and/or restated.


[SIGNATURE PAGE FOLLOWS]

SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT

[signature page]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

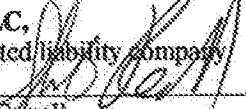
HAR-TRU, LLC,
a Delaware limited liability company
By:  (SEAL)
Name: Stuart Farrell
Title: President

**SECOND AMENDED AND RESTATED
PATENT AND TRADEMARK SECURITY AGREEMENT**

[signature page]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

HAR-TRU, LLC,
a Delaware limited liability company
By:  (SEAL)
Name: Stuart Farrell
Title: President

SCHEDULE I

Copyrights, Patents, and Trademarks and Copyright, Patent, and Trademark Licenses

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Registration Date</u>	<u>Country Registered</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Har-Tru, LLC	CLAYTECH	3524594	10/28/2008	United States
Har-Tru, LLC	COURTMASTER	2005694	10/8/1996	United States
Har-Tru, LLC	COURTMASTER	1986857	7/16/1996	United States
Har-Tru, LLC	TREAD BLASTER & Design	2702318	4/1/2003	United States
Har-Tru, LLC	COURTMASTER CLASSIC	4970575	5/31/2016	United States
Har-Tru, LLC	COURTMASTER ELITE	4970576	5/31/2016	United States
Har-Tru, LLC	TENEX	3099843	6/6/2006	United States
Har-Tru, LLC	COURTMASTER PRO	4990285	6/28/2016	United States
Har-Tru, LLC	COURTMASTER ROYALE	4970577	5/31/2016	United States
Har-Tru, LLC	HAR-TRU	1477103	2/16/1988	United States
Har-Tru, LLC	HAR-TRU	0998468	11/19/1974	United States
Har-Tru, LLC	HAR-TRU	5496094	6/19/2018	United States
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Har-Tru, LLC	HYQ	88264007	Pending as of 01/16/2019	United States
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

U.S. PATENTS

<u>Grantor</u>	<u>Number</u>	<u>Date</u>	<u>Issue Title</u>
Har-Tru, LLC	8,920,101	12/30/2014	Tennis Ball Collection Device
Har-Tru, LLC	10435851	10/08/2019	Sub-Irrigated Tennis Court

42589828_3