

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM616865

<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>
NO SPILL, LLC	FORMERLY NO SPILL INC.	12/24/2020	Limited Liability Company: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSP Agency, LLC, as Collateral Agent		
<b>Street Address:</b>	9 West 57th Street, Suite 4920		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88921665	NO-SPILL	
<b>Registration Number:</b>	4356538	EASY CAN	
<b>Registration Number:</b>	3936015		
<b>Registration Number:</b>	3936003		
<b>Registration Number:</b>	3815317	CONTROL YOUR GAS	
<b>Registration Number:</b>	2274045	NO-SPILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6465584180		
<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>	2124597115		
<b>Email:</b>	TRoot@goodwinlaw.com		
<b>Correspondent Name:</b>	Troy Root		
<b>Address Line 1:</b>	620 8th Avenue		
<b>Address Line 2:</b>	Goodwin Procter LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Troy Root		
<b>SIGNATURE:</b>	/s/ Troy Root		
<b>DATE SIGNED:</b>	12/28/2020		

OP \$165.00 88921665

**Total Attachments: 5**

source=Midwest Can \_\_ No Spill - IPSA (trademarks) [EXECUTED]#page1.tif

source=Midwest Can \_\_ No Spill - IPSA (trademarks) [EXECUTED]#page2.tif

source=Midwest Can \_\_ No Spill - IPSA (trademarks) [EXECUTED]#page3.tif

source=Midwest Can \_\_ No Spill - IPSA (trademarks) [EXECUTED]#page4.tif

source=Midwest Can \_\_ No Spill - IPSA (trademarks) [EXECUTED]#page5.tif

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of December 24, 2020 (this “**Agreement**”), between No Spill, LLC, a Kansas limited liability company (the “**Grantor**”) and BSP Agency, LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) to the Credit Agreement dated as of March 2, 2020, (as amended by the First Amendment to Credit Agreement, dated as of September 25, 2020, and the Second Amendment to Credit Agreement, dated as of December 24, 2020, and as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among the GROSSE POINT BEACON ACQUISITION, INC., a Delaware corporation (the “**Borrower**”), GROSSE POINT BEACON PARENT, LP, a Delaware limited partnership (“**Holdings**”), the Lenders party thereto and BSP Agency, LLC as Administrative Agent and Collateral Agent for the Lenders and the other Secured Parties and (b) the Collateral Agreement dated of even date with the Credit Agreement (as supplemented by Supplement No. 1 to Collateral Agreement, dated as of December 24, 2020, between the Grantor and the Collateral Agent, and as amended, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Borrower, Holdings, the other Subsidiary Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successor and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in, and continuing Lien on, all of such Grantor’s right, title and interest in, to and under the United States trademarks and trademark applications listed on Schedule I attached hereto (the “**Trademark Collateral**”). This Agreement is not to be construed as an assignment of any trademark or trademark application and shall not be deemed to grant a security interest in any Excluded Assets.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon Payment in Full, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NO SPILL, LLC,  
as Grantor

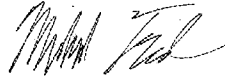
By: 

Name: Jerry Burris

Title: Chief Executive Officer and President

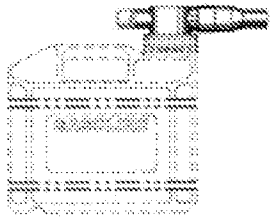
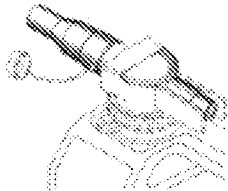
**BSP AGENCY, LLC,**  
as the Collateral Agent

By: Benefit Street Partners L.L.C., its Sole Member

By:   
Name: Michael Frick  
Title: Authorized Signatory

**SCHEDULE I TO THE  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK COLLATERAL**

	<b>Trademark</b>	<b>Application / Registration No.</b>	<b>Application / Registration Date</b>	<b>Owner/Assignee</b>
1.	NO-SPILL	App. No. 88/921665	May 18, 2020	No Spill Inc.
2.	EASY CAN	Reg. no. 4356538	June 25, 2013	No Spill Inc.
3.		Reg. no. 3936015	March 22, 2011	No Spill Inc.
4.		Reg. no. 3936003	March 22, 2011	No Spill Inc.
5.	CONTROL YOUR GAS	Reg. no. 3815317	July 6, 2010	No Spill Inc.
6.	NO-SPILL	Reg. no. 2274045	August 31, 1999	No Spill Inc.