

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Controlled Products, LLC		10/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as administrative agent		
Street Address:	227 WEST MONROE ST, SUITE 5400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	78954060	EXPERIENCE A GREENER WORLD	
Serial Number:	86202548	EXPERT TURF SOLUTIONS	
Serial Number:	78952272	EZ TEE	
Serial Number:	87128475	EZTEE	
Serial Number:	86784848	FAST GRASS	
Serial Number:	86784825	GAMECHANGER	
Serial Number:	76386628	GRASS TEX	
Serial Number:	86473643	MONOSPORT	
Serial Number:	86474831	POWERHOUSE	
Serial Number:	86199958	S SPORTURF	
Serial Number:	86199942	S SPORTURF	
Serial Number:	86784968	SILVERBACK	
Serial Number:	86784988	SILVERBACK	
Serial Number:	77401218	SOFTLAWN	
Serial Number:	87128497	SOFTLAWN	
Serial Number:	88016399	SYNTHETIC TURF INTERNATIONAL	
Serial Number:	86156703	TRANSFORMING TURF TECHNOLOGY	
Serial Number:	87742938	COASTAL CUT	
Serial Number:	87617275	V-MAX	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	87029794	ARMORLOC
Serial Number:	88299450	BAREFOOT COMFORT
Serial Number:	88199277	CHARGE GUARD
Serial Number:	90123723	SASSY GRASS
Registration Number:	6226622	ECO CELL
Registration Number:	6296626	MODESTO TOUCH
Registration Number:	6296536	CHIPPERS CHOICE
Serial Number:	97018956	NP50
Serial Number:	97030378	COMBAT TURF

CORRESPONDENCE DATA

Fax Number:

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21689357
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	10/25/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 25, 2021 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MADISON CAPITAL FUNDING LLC, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to herein.

WHEREAS, CP TURF TOPCO, LLC, a Delaware limited liability company (“Holdings”), CP TURF PARENT, LLC, a Delaware limited liability company (the “Borrower”), the other Persons (as defined therein) party thereto that are designated as a “Credit Party”, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of October 25, 2021 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance 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, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute

or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in 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 transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

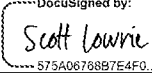
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

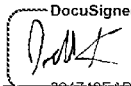
Controlled Products, LLC, as Grantor

By: 
Name: **Scott Lowrie**
Title: **President and Chief Executive Officer**

AGENT:

MADISON CAPITAL FUNDING LLC, as Agent

DocuSigned by:

By:  _____
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Name: Jeff Karczynski

Title: Director

Schedule A

Mark/Name	App. No./ Reg. No.	Reg. Date	Owner
EXPERIENCE A GREENER WORLD 	RN: 3253775 SN: 78954060	June 19, 2007	Controlled Products, LLC
EXPERT TURF SOLUTIONS 	RN: 4725091 SN: 86202548	April 21, 2015	Controlled Products, LLC
EZ TEE 	RN: 3386950 SN: 78952272	February 19, 2008	Controlled Products, LLC
EZTEE & Design 	RN: 5541584 SN: 87128475	August 14, 2018	Controlled Products, LLC
FAST GRASS 	RN: 5044075 SN: 86784848	September 20, 2016	Controlled Products, LLC
GAMECHANGER 	RN: 5332431 SN: 86784825	November 14, 2017	Controlled Products, LLC
GRASS TEX 	RN: 2697561 SN: 76386628	March 18, 2003	Controlled Products, LLC

Mark/Name	App. No./ Reg. No.	Reg. Date	Owner
MONOSPORT MONOSPORT	RN: 5142269 SN: 86473643	February 14, 2017	Controlled Products, LLC
POWERHOUSE POWERHOUSE	RN: 5142272 SN: 86474831	February 14, 2017	Controlled Products, LLC
S SPORTURF and Design 	RN: 4725078 SN: 86199958	April 21, 2015	Controlled Products, LLC
S SPORTURF and Design 	RN: 4725077 SN: 86199942	April 21, 2015	Controlled Products, LLC
SILVERBACK SILVERBACK	RN: 5661787 SN: 86784968	January 22, 2019	Controlled Products, LLC
SILVERBACK and Design 	RN: 5661789 SN: 86784988	January 22, 2019	Controlled Products, LLC
SOFTLAWN SOFTLAWN	RN: 3507948 SN: 77401218	September 30, 2008	Controlled Products, LLC
SOFTLAWN & Design 	RN: 5551367 SN: 87128497	August 28, 2018	Controlled Products, LLC
SYNTHETIC TURF INTERNATIONAL	RN: 5675098 SN: 88016399	February 12, 2019	Controlled Products, LLC

Mark/Name	App. No./ Reg. No.	Reg. Date	Owner
SYNTHETIC TURF INTERNATIONAL			
TRANSFORMING TURF TECHNOLOGY 	RN: 4709309 SN: 86156703	March 24, 2015	Controlled Products, LLC
COASTAL CUT 	RN: 5746658 SN: 87742938	May 7, 2019	Controlled Products, LLC
V-MAX 	RN: 5740652 SN: 87617275	April 30, 2019	Controlled Products, LLC
ARMORLOC	RN: 5429036 SN: 87029794	March 20, 2018	Controlled Products, LLC
BAREFOOT COMFORT 	SN: 88299450	Filing Date: February 13, 2019	Controlled Products, LLC
CHARGE GUARD 	RN: 6342064 SN: 88199277	May 4, 2021	Controlled Products, LLC
ECO CELL	RN: 6226622	December 22, 2020	Controlled Products, LLC
MODESTO TOUCH	Reg. No.: 6296626	Reg. Date: March 16, 2021	Controlled Products, LLC
SASSY GRASS	Appl. No. 90123723	Filing Date: August 19, 2020	Controlled Products, LLC
CHIPPERS CHOICE	Reg. No. 6296536	Reg. Date: March 16, 2021	Controlled Products, LLC

Mark/Name	App. No./ Reg. No.	Reg. Date	Owner
NP50	SN: 97018956	Filing Date: September 9, 2021	Controlled Products, LLC
TURF COMBAT	SN: 97030378	Filing Date: September 16, 2021	Controlled Products, LLC

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