

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684799

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EcoTech, LLC		10/29/2021	Limited Liability Company: DELAWARE
C2 Development, LLC		10/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Twin Brook Capital Partners, LLC, as administrative agent
Street Address:	111 South Wacker Drive, 36th Floor
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	6240163	PRIME
Registration Number:	5704796	NERO
Registration Number:	6348318	MOBIUS
Registration Number:	6185623	MOBIUS
Registration Number:	5383228	PRIME HD
Registration Number:	5381042	HYDRA TWENTYSIX HD
Registration Number:	5381043	HYDRA FIFTYTWO HD
Registration Number:	4743516	AI
Registration Number:	5314497	HYDRA
Registration Number:	5335617	SPROUT
Registration Number:	4708821	AI HYDRA
Registration Number:	4769214	AI PRIME
Registration Number:	4716918	ONE LIGHT TO RULE THEM ALL
Registration Number:	4433558	MYAI
Registration Number:	4308233	LIFE ILLUMINATED
Registration Number:	3957593	
Registration Number:	3862887	AQUAILLUMINATION

CH \$840.00 6240163

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5318339	S1
Registration Number:	5087842	M1
Registration Number:	5087841	L1
Registration Number:	4757686	QUIETDRIVE
Registration Number:	4489100	REEFLINK
Registration Number:	4601775	ECOTECH
Registration Number:	4423186	ECOTECH
Registration Number:	4195458	RADION
Registration Number:	4214678	ECOTECH ELEMENTS
Registration Number:	3781872	ECOSMART
Registration Number:	3435840	VORTECH
Registration Number:	3588163	
Registration Number:	2701899	ECOTECH MARINE
Serial Number:	88872449	AQUAILLUMINATION
Serial Number:	90575829	LEAP
Serial Number:	90758444	CORALLAB

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:	20666856
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	11/01/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of October 29, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by each of the signatories party hereto (each a “Grantor” and collectively, the “Grantors”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as administrative agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement.

WHEREAS, the Grantors own the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Aquatic Sales Solutions, LLC, as borrower, the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the “Lenders”) and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of December 18, 2020 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”; capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement) among the Grantors, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), each Grantors has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, 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 owned by such Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as such Grantor

begins to use such Trademarks and a statement or declaration of use has been accepted by the United States Patent and Trademark Office);

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

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by such Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

ECOTECH, LLC, as Grantor

By: _____

Name: Ryan Craig

Title: President

C2 DEVELOPMENT, LLC, as Grantor


By: _____

Name: Ryan Craig

Title: President

ACKNOWLEDGED:

TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent

By: 
Kimberly Trick (Dot US, 2021 12:32 CDT)
Name: Kim Trick
Title: Managing Director

[Signature Page to Trademark Security Agreement]


744358399

TRADEMARK
REEL: 007478 FRAME: 0777

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Registration No.	Owner
United States	PRIME	6240163	C2 Development, LLC
United States	NERO	5704796	C2 Development, LLC
United States	MOBIUS	6348318	C2 Development, LLC
United States	MOBIUS	6185623	C2 Development, LLC
United States	PRIME HD	5383228	C2 Development, LLC
United States	HYDRA TWENTYSIX HD	5381042	C2 Development, LLC
United States	HYDRA FIFTYTWO HD	5381043	C2 Development, LLC
United States	AI	4743516	C2 Development, LLC
United States	HYDRA	5314497	C2 Development, LLC
United States	SPROUT	5335617	C2 Development, LLC
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United States	AI PRIME	4769214	C2 Development, LLC
United States	ONE LIGHT TO RULE THEM ALL	4716918	C2 Development, LLC
United States	MYAI	4433558	C2 Development, LLC
United States	LIFE ILLUMINATED	4308233	C2 Development, LLC
United States		3957593	C2 Development, LLC
United States	AQUAILLUMINATION	3862887	C2 Development, LLC
United States	S1	5318339	C2 Development, LLC
United States	M1	5087842	C2 Development, LLC
United States	L1	5087841	C2 Development, LLC
United States	QUIETDRIVE	4757686	C2 Development, LLC
United States	REEFLINK	4489100	C2 Development, LLC
United States	ECOTECH	4601775	EcoTech, LLC
United States	ECOTECH	4423186	EcoTech, LLC
United States	RADION	4195458	EcoTech, LLC
United States	ECOTECH ELEMENTS	4214678	EcoTech, LLC
United States	ECOSMART	3781872	EcoTech, LLC
United States	VORTECH	3435840	EcoTech, LLC

United States		3588163	EcoTech, LLC
United States	ECOTECH MARINE	2701899	EcoTech, LLC
Jurisdiction	Mark	Application No.	Owner
United States	AQUAILLUMINATION	88872449	C2 Development, LLC
United States	LEAP	90575829	EcoTech, LLC
United States	CORALLAB	90758444	EcoTech, LLC