

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanced Valve Technologies, LLC		03/25/2022	Limited Liability Company: DELAWARE
CSC Operating Company, LLC		03/25/2022	Limited Liability Company: DELAWARE
Spartan Acquisition LLC		03/25/2022	Limited Liability Company: DELAWARE
FyfeFRP, LLC		03/25/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bain Capital Credit, LP, as Agent
Street Address:	200 Clarendon Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	4270502	ADVANCED VALVE TECHNOLOGIES
Registration Number:	4196663	EZ VALVE
Registration Number:	3028558	T
Registration Number:	2036021	
Registration Number:	3495266	DIAMOND WRAP
Registration Number:	3322311	BLACK DIAMOND
Registration Number:	2989146	DIAMOND WRAP
Registration Number:	5429114	FIELDWRAP
Registration Number:	5172188	CHALLENGE EVERYTHING
Registration Number:	3835695	NRI
Registration Number:	4664769	SCAR GUARD
Registration Number:	5251730	STEEL-WRAP
Registration Number:	3955676	SYNTHO GLASS XT
Registration Number:	1287083	SYNTHO-GLASS

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Property Type	Number	Word Mark
Registration Number:	4117956	THE RESINATOR
Registration Number:	4983306	THERMO-WRAP
Registration Number:	4253009	TITAN
Registration Number:	3955661	TRIDENT SEAL
Registration Number:	3955662	TRIDENT WRAP
Registration Number:	4074911	VIPER-SKIN
Registration Number:	4291680	FORMASHIELD
Registration Number:	3816986	PIPE WRAP
Registration Number:	3653206	PIPE WRAP THE SMART PIPE REPAIR SOLUTION
Registration Number:	4311875	FYFE
Registration Number:	2023169	TYFO
Registration Number:	4667108	GEOFUSE
Registration Number:	4667107	GEOPLUG
Registration Number:	5191691	GEOROC
Registration Number:	4667106	GEOSPRAY
Registration Number:	4886288	RENEWWRAP
Registration Number:	6591428	GEOTREE
Registration Number:	6442777	G
Registration Number:	4096532	RHINOWRAP

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	66478.265
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/25/2022

Total Attachments: 7

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THIS TRADEMARK SECURITY AGREEMENT, dated as of March 25, 2022, is made by Advanced Valve Technologies, LLC, a Delaware limited liability company, CSC Operating Company, LLC, a Delaware limited liability company, Spartan Acquisition LLC, a Delaware limited liability company and FyfeFRP, LLC, a Delaware limited liability company (each, a “Grantor”, and collectively, the “Grantors”), in favor of Bain Capital Credit, LP (“Bain”), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Composite Technology Acquisition Corp., a Delaware corporation, the other Borrowers party thereto, the other Credit Parties party thereto, the Lenders from time to time party thereto and Bain, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement, dated as of the date hereof in favor of the Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent 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 Trademark Collateral. Each 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 each Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the 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. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in each Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark 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. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determination with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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.

ADVANCED VALVE TECHNOLOGIES, LLC
CSC OPERATING COMPANY, LLC
FYFEFRP, LLC
SPARTAN ACQUISITION LLC,
each, as a Grantor

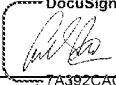
By: 
Name: Emily Robertson
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND AGREED
as of the date first above written:

BAIN CAPITAL CREDIT, LP, as Agent

DocuSigned by:

By: _____
Name: Andrew S. Viens
Its: Managing Director & Global Head of Operations

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007671 FRAME: 0448

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Trademark Applications

Owner	Title/Description	Country	Status	Filed	App. No.	Granted	Reg. No.
Advanced Valve Technologies, LLC	ADVANCED VALVE TECHNOLOGIES (Word) US CL 6, 7, 37	United States	Registered	12/20/2010	85201604	1/8/2013	4270502
Advanced Valve Technologies, LLC	EZ VALVE (Word) US CL 6, 7	United States	Registered	12/20/2010	85201620	8/28/2012	4196663
Advanced Valve Technologies, LLC	T Design Logo US CL 6 and 7	United States	Registered	10/25/2004	78505352	12/13/2005	3028558
CSC Operating Company, LLC	CLOCK SPRING design (US Reg. No. 2036021)	United States	Registered	11/2/1994	74605993	2/4/1997	2036021
CSC Operating Company, LLC	DIAMOND WRAP	United States	Registered	12/19/2007	77355357	9/2/2008	3495266
CSC Operating Company, LLC	BLACK DIAMOND	United States	Registered	9/28/2006	77009563	10/30/2007	3322311
CSC Operating Company, LLC	DIAMOND WRAP	United States	Registered	1/30/2004	78360410	8/30/2005	2989146
CSC Operating Company, LLC	FIELDWRAP	United States	Registered	7/7/2016	87096169	3/20/2018	5,429,114
CSC Operating Company, LLC	CHALLENGE EVERYTHING (Word)	United States	Registered	6/29/2015	86677314	3/28/2017	5172188
CSC Operating Company, LLC	NRI & Design	United States	Registered	8/19/2008	77550052	8/17/2010	3835695
CSC Operating Company, LLC	SCAR-GUARD (Word)	United States	Registered	1/9/2014	86161100	12/30/2014	4664769
CSC Operating Company, LLC	STEEL-WRAP (Word)	United States	Registered	9/29/2015	86771822	7/25/2017	5251730
CSC	SYNTHO	United States	Registered	2/9/2010	77931523	5/3/2011	3955676

Operating Company, LLC	GLASS XT & Design						
CSC Operating Company, LLC	SYNTHO-GLASS (Word)	United States	Registered	6/3/1983	73428621	7/24/1984	1287083
CSC Operating Company, LLC	THE RESINATOR & Design	United States	Registered	7/13/2011	85370187	3/27/2012	4117956
CSC Operating Company, LLC	THERMO-WRAP (Word)	United States	Registered	12/9/2015	86843336	6/21/2016	4983306
CSC Operating Company, LLC	TITAN (Stylized)	United States	Registered	2/21/2012	85547985	12/4/2012	4253009
CSC Operating Company, LLC	TRIDENT SEAL & Design	United States	Registered	2/8/2010	77930079	5/3/2011	3955661
CSC Operating Company, LLC	TRIDENT WRAP & Design	United States	Registered	2/8/2010	77930082	5/3/2011	3955662
CSC Operating Company, LLC	VIPER-SKIN (Word)	United States	Registered	8/16/2010	85107921	12/20/2011	4074911
CSC Operating Company, LLC	FORMASHIELD (Word)	United States	Registered	6/19/2012	85655979	2/19/2013	4291680
CSC Operating Company, LLC	PIPE WRAP (Word)	United States	Registered	9/22/2009	77832625	7/13/2010	3816986
CSC Operating Company, LLC	PIPE WRAP THE SMART PIPE REPAIR SOLUTION & Design	United States	Registered	2/29/2008	77409786	7/14/2009	3653206
FyfeFRP, LLC ¹	FYFE (Wordmark)	United States	Registered	3/16/2012	85571209	4/2/2013	4311875
FyfeFRP, LLC ²	TYFO (Wordmark)	United States	Registered	6/16/1995	74689839	12/17/1996	2023169
Spartan Acquisition LLC	GEOFUSE (Word)	United States	Registered	5/28/2014	86294272	1/6/2015	4667108
Spartan Acquisition	GEOPLUG (Word)	United States	Registered	5/28/2014	86294267	1/6/2015	4667107

¹ Transfer of ownership is in process from Manufactured Technologies Co., LLC.

² Transfer of ownership is in process from Manufactured Technologies Co., LLC.

LLC							
Spartan Acquisition LLC	GEOROC (Word)	United States	Registered	1/19/2015	86507254	4/25/2017	5191691
Spartan Acquisition LLC	GEOSPRAY (Word)	United States	Registered	5/28/2014	86294260	1/6/2015	4667106
Spartan Acquisition LLC	RENEWWRAP (Word)	United States	Registered	6/7/2013	85954359	1/12/2016	4886288
Spartan Acquisition LLC	GEOTREE	United States	Registered	7/3/2020	90034824	12/14/2021	6591428
Spartan Acquisition LLC	"G" logo	United States	Registered	7/3/2020	90034828	8/3/2021	6442777
CSC Operating Company, LLC	RhinoWrap	United States	Registered	6/1/2009	77748734	2/7/2012	4096532