

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Term Loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StruXure Outdoor, LLC		04/28/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street		
Internal Address:	Mail Code NC1-001-05-45 Mac Legal		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88824016	TIMBERX	
Serial Number:	88824009	CABANA X	
Serial Number:	88216698	BRING THE INDOORS OUT	
Serial Number:	88216681	STRUXURE OUTDOOR	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049268-0484		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	04/28/2022		

CH \$115.00 88824016

Total Attachments: 11

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Trademark Security Agreement

Trademark Security Agreement, dated as of April 28, 2022, by CPG International LLC and StruXure Outdoor, LLC (each a "**Pledgor**" and collectively the "**Pledgors**"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent and collateral agent (in such capacities, the "**Administrative Agent**") pursuant to the Term Loan Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Pledgor is party to a Term Loan Guarantee and Collateral Agreement dated as of April 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Security Agreement**") in favor of the Administrative Agent pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Term Loan Security Agreement and used herein have the meaning given to them in the Term Loan Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Obligations, each Pledgor hereby pledges and grants to the Administrative Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties a security interest in all of its right, title and interest in or to the following Article 9 Collateral of each Pledgor (collectively, the "**Trademark Collateral**"):

- (a) Trademarks of each Pledgor listed on Schedule I attached hereto, and all renewals thereof;
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing;
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof; and

- (e) all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing (in each case (a) through (e), other than Excluded Assets).

Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any United States “intent to use” Trademark application filed pursuant to Section 1(b) of the Lanham Act to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Pledgors’ right, title or interest therein or any Trademark registration that issues as a result of such application under applicable federal law, after which period such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Term Loan Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Term Loan Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term Loan Security Agreement, the provisions of the Term Loan Security Agreement shall control.

SECTION 4. Termination. Upon termination of the Security Interest in accordance with Section 7.15 of the Term Loan Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the security interest pledged and granted in the Trademark Collateral pursuant to this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart to this Trademark Security Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature pages follow]

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

PLEDGORS:

CPG International LLC

By: 

Name: Peter Clifford

Title: Chief Financial Officer

StruXure Outdoor LLC

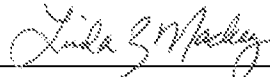
By: 

Name: Peter Clifford

Title: Vice President

[Signature Page to Trademark Security Agreement (Term Loan)]

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Linda Mackey

Title: Vice President

**SCHEDULE I to
Trademark Security Agreement**

U.S. Trademark Applications and Registrations

Holder	Mark	Application No.	Application Date	Registration No.	Registration Date
CPG International LLC	STONE ASH	86/386,436	September 5, 2014	5005211	July 19, 2016
CPG International LLC	RUSTIC ELM	86/386,424	September 5, 2014	5005210	July 19, 2016
CPG International LLC	VINTAGE COLLECTION	86/546,634	February 26, 2015	4812853	September 15, 2015
CPG International LLC	AZEK TRIM & DESIGN	77/319,019	November 1, 2007	3495156	September 2, 2008
CPG International LLC	AZEK MOULDING & DESIGN	77/319,029	November 1, 2007	3461329	July 8, 2008
CPG International LLC	HARVEST COLLECTION	77/861,605	October 30, 2009	3868585	October 26, 2010
CPG International LLC	KONA	77/861,614	October 30, 2009	3806726	June 22, 2010
CPG International LLC	TAHOE	77/861,643	October 30, 2009	3806730	June 22, 2010
CPG International LLC	ARBOR COLLECTION	77/861,638	October 30, 2009	3806729	June 22, 2010
CPG International LLC	SILVER OAK	77/861,684	October 30, 2009	3952777	April 26, 2011
CPG International LLC	AZEK RAIL & DESIGN	77/927,147	February 3, 2010	3844774	September 7, 2010
CPG International LLC	AZEK	78/594,481	March 24, 2005	3068158	March 14, 2006
CPG International LLC	AZEK	78/071,690	June 29, 2001	2696724	March 11, 2003
CPG International LLC	OYSTER	85/551,141	February 23, 2012	4213907	September 25, 2012
CPG International LLC	PREMIER RAILING	85/551,098	February 23, 2012	4829592	October 13, 2015
CPG International LLC	AZEK PAVERS & DESIGN	86/056,596	September 5, 2013	4485340	February 18, 2014
CPG International LLC	PEWTER	86/207,155	February 28, 2014	4586313	August 12, 2014
CPG International LLC	HAZELWOOD	86/275,403	May 8, 2014	4613982	September 30, 2014
CPG International LLC	CYPRESS	86/385,673	September 4, 2014	4852919	November 10, 2015
CPG International LLC	QUICK CORNER	86/727,025	August 17, 2015	4950769	May 3, 2016
CPG International LLC	AUTUMN CHESTNUT	86/739,389	August 27, 2015	5014479	August 2, 2016
CPG International LLC	ACACIA	86/761,648	September 18, 2015	4950992	May 3, 2016
CPG International LLC	MORADO	86/761,633	September 18, 2015	4950990	May 3, 2016

[Schedule I to Trademark Security Agreement (Term Loan)]

CPG International LLC	MOUNTAIN REDWOOD	86/779,393	October 6, 2015	5019266	August 9, 2016
CPG International LLC	AMAZON MIST	86/779,526	October 6, 2015	5234717	July 4, 2017
CPG International LLC	ANTIQUÉ PALM	86/779,517	October 6, 2015	5019269	August 9, 2016
CPG International LLC	ANTIGUA GOLD	86/779,490	October 6, 2015	5019267	August 9, 2016
CPG International LLC	CARIBBEAN REDWOOD	86/779,508	October 6, 2015	5019268	August 9, 2016
CPG International LLC	READY RAKE	86/817,590	November 12, 2015	4988659	June 28, 2016
CPG International LLC	AZEK SIDING & DESIGN	86/876,954	January 15, 2016	5030909	August 30, 2016
CPG International LLC	AZEK ADHESIVE & DESIGN	86/876,975	January 15, 2016	5030911	August 30, 2016
CPG International LLC	AZEK PRO	87/144,747	August 19, 2016	5325240	October 31, 2017
CPG International LLC	MISCELLANEOUS DESIGN	75/100,026	May 7, 1996	2112994	November 11, 1997
CPG International LLC	SILVER OAK	87/447,497	May 12, 2017	5625136	December 11, 2018
CPG International LLC	ALLOY ARMOUR TECHNOLOGY	87/415,474	April 18, 2017	5335035	November 14, 2017
CPG International LLC	DECKNOLOGY	87/643,305	October 12, 2017	5469322	May 15, 2018
CPG International LLC	THE BEST-DRESSED HOMES	87/438,252	May 5, 2017	5317196	October 24, 2017
CPG International LLC	WEAR AZEK				
CPG International LLC	TOPLOC	85/063,944	June 16, 2010	4003707	July 26, 2011
CPG International LLC	EARTHWOOD EVOLUTIONS	85/012,497	April 13, 2010	3986813	June 28, 2011
CPG International LLC	TWINRISER	78/887,449	May 19, 2006	3321644	October 23, 2007
CPG International LLC	BUILDERBOARD	78/693,198	August 16, 2005	3178753	November 28, 2006
CPG International LLC	TWINFASCIA	78/465,460	August 11, 2004	3133999	August 22, 2006
CPG International LLC	LESS WORK. MORE LIFE.	78/047,349	February 8, 2001	2652749	November 19, 2002
CPG International LLC	SECURE-MOUNT POST	77/840,457	October 2, 2009	3851829	September 21, 2010
CPG International LLC	RELIABOARD	77/768,867	June 26, 2009	3874378	November 9, 2010
CPG International LLC	RADIANCERAIL EXPRESS	85/351,440	June 21, 2011	4108138	March 6, 2012
CPG International LLC	RADIANCERAIL	78/646,901	June 9, 2005	3216481	March 6, 2007
CPG International LLC	EARTHWOOD	78/646,899	June 9, 2005	3184871	December 12, 2006
CPG International LLC	DECKLITES AND DESIGN	77/161,506	April 20, 2007	3415387	April 22, 2008

[Schedule I to Trademark Security Agreement (Term Loan)]

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CPG International LLC	CONCEALOC	78/951,964	August 15, 2006	3433341	May 20, 2008
CPG International LLC	TWINFINISH	78/205,132	January 20, 2003	2925850	February 8, 2005
CPG International LLC	TIMBERTECH	75/100,025	May 7, 1996	2112993	November 11, 1997
CPG International LLC	TIMBERTECH (STYLIZED)	75/100,027	May 7, 1996	2112995	November 11, 1997
CPG International LLC	EVOLUTIONS RAIL	86/515,456	January 27, 2015	4811931	September 15, 2015
CPG International LLC	TOPLOC	86/050,308	August 28, 2013	4510499	April 8, 2014
CPG International LLC	COASTLINE	87/664,757	October 30, 2017	5504951	June 26, 2018
CPG International LLC	TERRAIN	87/487,289	June 13, 2017	6110354	July 28, 2020
CPG International LLC	IMPRESSION RAIL EXPRESS	87/694,992	November 22, 2017	5552469	August 28, 2018
CPG International LLC	PAINTPRO	87/710,340	December 6, 2017	5634345	December 18, 2018
CPG International LLC	WEATHERED TEAK	87/884,630	April 19, 2018	5836473	August 13, 2019
CPG International LLC	ENGLISH WALNUT	87/884,646	April 19, 2018	5836474	August 13, 2019
CPG International LLC	SAPELE	87/884,655	April 19, 2018	5998683	February 25, 2020
CPG International LLC	WHITEWASH CEDAR	87/884,662	April 19, 2018	5998684	February 25, 2020
CPG International LLC	RAILING ACCENTS	87/941,389	May 30, 2018	5823566	July 30, 2019
CPG International LLC	PIANO RAILING	87/934,432	May 24, 2018	6048269	May 5, 2020
CPG International LLC	TUXEDO RAILING	87/934,438	May 24, 2018	6048270	May 5, 2020
CPG International LLC	RAILING ACCENTS	87/943,133	May 31, 2018	5658264	January 15, 2019
CPG International LLC	NEXA	88/029,559	July 9, 2018	6653986	February 22, 2022
CPG International LLC	AZEK DECK and Design	88/035,386	July 12, 2018	5649322	January 8, 2019
CPG International LLC	TIMBERTECH EDGE	88/136,269	September 28, 2018	6014504	March 17, 2020
CPG International LLC	TIMBERTECH PRO	88/136,174	September 28, 2018	5928157	December 3, 2019
CPG International LLC	TIMBERTECH AZEK	88/136,258	September 28, 2018	5933525	December 10, 2019
CPG International LLC	GO AGAINST THE GRAIN	88/136,206	September 28, 2018	5933524	December 10, 2019
CPG International LLC	STEALTH	85/264,487	March 11, 2011	4124302	April 10, 2012
CPG International LLC	VERSATEX	78/353,587	January 19, 2004	3077495	April 4, 2006
CPG International LLC	VERSAWRAP	85/169,347	November 4, 2010	4119315	March 27, 2012

[Schedule I to Trademark Security Agreement (Term Loan)]

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CPG International LLC	AZEK PORCH and Design	88/265,094	January 17, 2019	5820979	July 30, 2019
CPG International LLC	AZEK and Design	88/398,386	April 23, 2019	5902351	November 5, 2019
CPG International LLC	DO DECKING DIFFERENTLY	88/179,577	November 2, 2018	6048616	May 5, 2020
CPG International LLC	DOCKSIDER	88/265,771	January 17, 2019	5821048	July 30, 2019
CPG International LLC	COCONUT HUSK	88/387,518	April 16, 2019	6219344	December 15, 2020
CPG International LLC	PRIME+ COLLECTION	88/387,544	April 16, 2019	6054695	May 12, 2020
CPG International LLC	MOLD GUARD	88/306,505	February 19, 2019	6066098	May 26, 2020
CPG International LLC	WILLIAMS ARCHITECTURAL	87/416,595	April 19, 2017	5363472	December 26, 2017
CPG International LLC	PRODUCTS				
CPG International LLC	HARMONY RAILING	87/416,599	April 19, 2017	5358790	December 19, 2017
CPG International LLC	ULTRALOX	87/416,602	April 19, 2017	5712012	April 2, 2019
CPG International LLC	ULTRALOX INTERLOCKING	87/588,010	August 29, 2017	5712058	April 2, 2019
CPG International LLC	ARIA RAILING	87/434,953	May 3, 2017	5389997	January 30, 2018
CPG International LLC	SKIPPING STONE	88/619,475	September 17, 2019	6397324	June 22, 2021
CPG International LLC	ANTIQUE LEATHER	88/619,450	September 17, 2019	6603504	December 28, 2021
CPG International LLC	DARK ROAST	88/619,472	September 17, 2019	6603505	December 28, 2021
CPG International LLC	COCOA BEAN	88/619,462	September 17, 2019	6397323	June 22, 2021
CPG International LLC	TIMBERTECH MOLD GUARD	88/630,084	September 25, 2019	6105741	July 21, 2020
CPG International LLC	TECHNOLOGY & DESIGN				
CPG International LLC	TERRAINDECK	85/745,071	October 3, 2012	4548414	June 10, 2014
CPG International LLC	RADIANCERAIL EXPRESS SMART	88/786,109	February 5, 2020	6404569	June 29, 2021
CPG International LLC	SET				
CPG International LLC	BETTER TECH, BETTER DECK	88/808,224 Intent to use	February 24, 2020		
CPG International LLC	BEST TECH, BEST DECK	88/852,551 Intent to use	March 30, 2020		
CPG International LLC	LAKESHORE COLLECTION	90/001,837 Intent to use	June 15, 2020		
CPG International LLC	LANDMARK COLLECTION	90/001,839 Intent to use	June 15, 2020		
CPG International LLC	PEWTER	90/076,001	July 27, 2020	6239776	January 5, 2021

[Schedule I to Trademark Security Agreement (Term Loan)]

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CPG International LLC	FULTON RAIL	90/114,366 Intent to use	August 14, 2020		
CPG International LLC	EDGELOC (STYLIZED)	90/128,861 Intent to use	August 21, 2020		
CPG International LLC	AMERICAN WALNUT	90/174,926	September 11, 2020	6458003	August 17, 2021
CPG International LLC	FRENCH WHITE OAK	90/174,934	September 11, 2020	6458004	August 17, 2021
CPG International LLC	BOARDWALK	90/174,212	September 11, 2020	6465489	August 24, 2021
CPG International LLC	FULL-CIRCLE RECYCLING	90/306,690 Intent to use	November 9, 2020		
CPG International LLC	AZEK FULL-CIRCLE- PVC	90/306,581	November 9, 2020	6600626	December 28, 2021
CPG International LLC	RECYCLING and Design				
CPG International LLC	RIDGE SERIES	90/617,987 Intent to use	April 1, 2021		
CPG International LLC	DECK-A-VERSARY	90/876,911 Intent to use	August 11, 2021		
CPG International LLC	EVERYTHING WOOD SHOULD BE	97/291,608 Intent to use	March 2, 2022		
CPG International LLC	TIMBERTECH DECKLARATIONS	97/291,669 Intent to use	March 2, 2022		
CPG International LLC	CAPTIVATE	97/328,675 Intent to use	March 24, 2022		
CPG International LLC	CHROMACREST	97/328,669 Intent to use	March 24, 2022		
CPG International LLC	CHROMAVUE	97/328,676	March 24, 2022		
CPG International LLC	PEAKVUES	97/328,673 Intent to use	March 24, 2022		
CPG International LLC	INVITE COLLECTION	97/330,648 Intent to use	March 25, 2022		
CPG International LLC	HARMONY	97/337,824 Intent to use	March 30, 2022		
CPG International LLC	FLAMETEC	75/905,554	January 25, 2000	2452876	May 22, 2001
CPG International LLC	GRIP X	78/283,715	August 6, 2003	2945194	April 26, 2005
CPG International LLC	HINY HIDERS	74/309,661	September 1, 1992	1772990	May 25, 1993
CPG International LLC	HITEC	74/396,883	June 1, 1993	1833834	May 3, 1994
CPG International LLC	PLAYBOARD	78/283,720	August 6, 2003	2945195	April 26, 2005
CPG International LLC	PROTEC	74/396,884	June 1, 1993	1821344	February 15, 1994
CPG International LLC	SANATEC	74/640,108	February 24, 1995	1951251	January 23, 1996
CPG International LLC	SEABOARD	78/308,394	October 2, 2003	2930670	March 8, 2005
CPG International LLC	TUFFTEC LOCKERS	78/405,595	April 21, 2004	2947960	May 10, 2005

[Schedule I to Trademark Security Agreement (Term Loan)]

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CPG International LLC	VYCOM	85/058,299	June 9, 2010	3907933	January 18, 2011
CPG International LLC	POLYCARVE	85/070,828	June 24, 2010	3911214	January 25, 2011
CPG International LLC	ULTRA WHITE	78/757,958	November 21, 2005	3186396	December 19, 2006
CPG International LLC	DESIGNBOARD	85/428,383	September 21, 2011	4319071	April 9, 2013
CPG International LLC	DURALIFE LOCKERS	85/650,695	June 13, 2012	4397391	September 3, 2013
CPG International LLC	TUFFTEC	85/939,682	May 22, 2013	4469740	January 21, 2014
CPG International LLC	ENDURABOND	85/944,758	May 29, 2013	4469870	January 21, 2014
CPG International LLC	VINTEC	74/396,882	June 1, 1993	1821342	February 15, 1994
CPG International LLC	CELTEC VIVID WHITE	86/692,457	July 14, 2015	5096513	December 6, 2016
CPG International LLC	CELTEC	73/646,733	February 17, 1987	1458348	September 22, 1987
CPG International LLC	ECLIPSE PARTITIONS	86/745,643	September 2, 2015	5187355	April 18, 2017
CPG International LLC	SCRANTON PRODUCTS	87/325,930	February 6, 2017	5276291	August 29, 2017
CPG International LLC	ARIA PARTITIONS	87/585,734	August 28, 2017	5746377	May 7, 2019
CPG International LLC	DESIGNBOARD	88/373,137	April 5, 2019	5879898	October 8, 2019
CPG International LLC	TIMBERLINE	88/393,950	April 19, 2019	5940218	December 17, 2019
CPG International LLC	DIGILITE	88/649,184	October 10, 2019	6381221	June 8, 2021
CPG International LLC	GRIP EX	88/750,833	January 8, 2020	6107117	July 21, 2020
CPG International LLC	STREAMLITE	88/808,092	February 24, 2020	6296747	March 16, 2021
CPG International LLC	HINY HIDERS and Design	90/242,326	October 8, 2020	6322269	April 13, 2021
CPG International LLC	HINY HIDERS and Design	90/242,589	October 8, 2020	6322272	April 13, 2021
StruXure Outdoor, LLC	STRUXURE	90/781,967 Intent to use	June 18, 2021		
StruXure Outdoor, LLC	STRUXURE	90/781,970 Intent to use	June 18, 2021		
StruXure Outdoor, LLC	STRUXURERETRACT	88/216,693 Intent to use	December 4, 2018		
StruXure Outdoor, LLC	STRUXURESLIDE	88/216,690 Intent to use	December 4, 2018		
StruXure Outdoor, LLC	STRUXUREPIVOT XL	88/216,688 Intent to use	December 4, 2018		
StruXure Outdoor, LLC	STRUXUREPIVOT	88/216,685 Intent to use	December 4, 2018		
StruXure Outdoor, LLC	TRAX	88/949,525 Intent to use	June 5, 2020		

[Schedule I to Trademark Security Agreement (Term Loan)]

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StruXure Outdoor, LLC	TIMBERX	88/824,016	March 6, 2020	6548427	November 2, 2021
StruXure Outdoor, LLC	CABANA X	88/824,009	March 6, 2020	6456828	August 17, 2021
StruXure Outdoor, LLC	PERGOLAX	88/824,024 Intent to use	March 6, 2020		
StruXure Outdoor, LLC	BRING THE INDOORS OUT	88/216,698	December 4, 2018	6125369	August 11, 2020
StruXure Outdoor, LLC	STRUXURE OUTDOOR	88/216,681	December 4, 2018	6014605	March 17, 2020

[Schedule I to Trademark Security Agreement (Term Loan)]

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RECORDED: 04/28/2022

**TRADEMARK
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