

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sam Brown Sales, LLC		04/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Administrative Agent		
Street Address:	227 W. Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4108935	CHRONIC TONIC	
Registration Number:	4156898	DEXTATRON	
Registration Number:	5059689	QUICK SHOT	
Registration Number:	5146744	WATER DEMON	
Registration Number:	5146258	DR. FOAMY	
Registration Number:	5146281	THE CLAW	
Registration Number:	5146268	MASK-A-TAK	
Registration Number:	5146821	NOGHAIR	
Registration Number:	5146267	TRADE WINDS	
Registration Number:	5146280	RUM RUNNER	
Registration Number:	5146277	MIDNIGHT STORM	
Registration Number:	5146272	COOL RUNNIN'S	
Registration Number:	5159309	FAST & FOAMY	
Registration Number:	5243177	SPRAY & PEEL	
Registration Number:	5247967	QUICK DRY	
Registration Number:	5274440	SPEEDWAY SERIES	
Registration Number:	5274378	QUICK DRY PRO	
Registration Number:	5357634	VORTEX	
Registration Number:	5398246	PASSION FRUIT	

OP \$915.00 4108935

Property Type	Number	Word Mark
Registration Number:	4490305	MAGNA SHINE
Registration Number:	5415394	MAGNA CHIPS
Registration Number:	5503288	CAPTAIN'S CHOICE
Registration Number:	5503289	CAPTAIN'S CHOICE
Registration Number:	2895353	HI-BUFF
Registration Number:	4785526	GREIGE
Registration Number:	4785506	VINTAGE TAN
Registration Number:	4789456	WOODWARD TAN
Registration Number:	4789461	PARVE BEIGE
Registration Number:	3340062	HI-TECH
Registration Number:	3381762	HI-TECH
Registration Number:	3568081	THE 1 CLOTH ORIGINAL AUTHENTIC OFFICIAL
Registration Number:	3571595	SAM BROWN
Registration Number:	3690316	ORANGE POP
Registration Number:	3795771	SHINE BLASTER
Registration Number:	3856265	FAST 'N FOAMY
Registration Number:	5660326	DISCOUNT CAR CARE PRODUCTS

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe, Suite 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.430

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 04/29/2022

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of April 29, 2022, by **SAM BROWN SALES, LLC**, a Delaware limited liability company ("Grantor"), in favor of **APOGEM CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

WITNESSETH:

WHEREAS, Grantee, **DETAILED TECHNOLOGY HOLDINGS LLC**, a Delaware limited liability company ("Initial Borrower"), and upon the consummation of the Acquisition, Grantor are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Initial Borrower (prior to the consummation of the Acquisition) and Grantor (after the consummation of the Acquisition) by the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all United States federal trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), in the United States Patent and Trademark Office (the "USPTO") and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security and Pledge Agreement));

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor

hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property (excluding all Excluded Collateral (as defined in the Security and Pledge Agreement)) being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that, in connection with the delivery by Grantor of the Compliance Certificate required to be delivered by Grantor under Section 4.1(c) of the Credit Agreement in connection with the financial statements of Grantor and its affiliates, Grantor shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any other supplement delivered to Grantee in accordance with this paragraph, "New Trademarks") acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the USPTO.

4. [Reserved].

5. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

6. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

7. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.14 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

8. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GRANTOR (AFTER THE CONSUMMATION OF THE ACQUISITION):

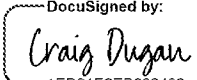
SAM BROWN SALES, LLC, a Delaware limited liability company

By: Constantine P. Elefter
Name: Constantine Elefter
Title: Vice President, Secretary and Treasurer

Agreed and Accepted
As of the Date First Written Above

GRANTEE:

APOGEM CAPITAL LLC, as Administrative
Agent

DocuSigned by:

By: 1ED21E9E8623433...
Name: Craig Dugan
Title: Director

Schedule 1

Trademark Applications

None.

Trademarks

Title/Mark	Country	Application No	Application Date	Registration No	Current Owner
CHRONIC TONIC	United States of America	85/429,258	09/22/2011	4108935	Sam Brown Sales, LLC
DEXTATRON	United States of America	85/382,512	07/27/2011	4156898	Sam Brown Sales, LLC
QUICK SHOT	United States of America	87/052,763	05/27/2016	5059689	Sam Brown Sales, LLC
WATER DEMON	United States of America	87/123,213	08/01/2016	5146744	Sam Brown Sales, LLC
DR. FOAMY	United States of America	87/104/269	07/14/2016	5146258	Sam Brown Sales, LLC
THE CLAW	United States of America	87/104,517	07/14/2016	5146281	Sam Brown Sales, LLC
MASK-A-TAK	United States of America	87/104,404	07/14/2016	5146268	Sam Brown Sales, LLC
NOGHAIR	United States of America	87/184,845	09/27/2016	5146821	Sam Brown Sales, LLC
TRADE WINDS	United States of America	87/104,403	07/14/2016	5146267	Sam Brown Sales, LLC
RUM RUNNER	United States of America	87/104,516	07/14/2016	5146280	Sam Brown Sales, LLC
MIDNIGHT STORM	United States of America	87/104,481	07/14/2016	5146277	Sam Brown Sales, LLC
COOL RUNNIN'S	United States of America	87/104,439	07/14/2016	5146272	Sam Brown Sales, LLC
FAST & FOAMY	United States of America	87/023,515	05/03/2016	5159309	Sam Brown Sales, LLC

SPRAY & PEEL	United States of America	87/104,440	07/14/2016	5243177	Sam Brown Sales, LLC
QUICK DRY	United States of America	87/123,248	08/01/2016	5247967	Sam Brown Sales, LLC
SPEEDWAY SERIES	United States of America	87/138,990	08/15/2016	5274440	Sam Brown Sales, LLC
QUICK DRY PRO	United States of America	87/123,292	08/01/2016	5274378	Sam Brown Sales, LLC
VORTEX	United States of America	87/104,343	07/14/2016	5357634	Sam Brown Sales, LLC
PASSION FRUIT	United States of America	87/104,305	07/14/2016	5398246	Sam Brown Sales, LLC
MAGNA SHINE	United States of America	85/789,760	11/28/2012	4490305	Sam Brown Sales, LLC
MAGNA CHIPS	United States of America	87/104,243	07/14/2016	5415394	Sam Brown Sales, LLC
CAPTAIN'S CHOICE	United States of America	86/248,881	04/10/2014	5503288	Sam Brown Sales, LLC
CAPTAIN'S CHOICE (and design)	United States of America	86/248,930	04/10/2014	5503289	Sam Brown Sales, LLC
HI-BUFF	United States of America	78/236,138	04/10/2003	2895353	Sam Brown Sales, LLC
HI-TECH	Canada	1,287,352	01/25/2006	TMA766315	Sam Brown Sales, LLC
GREIGE	United States of America	86/478,069	12/11/2014	4785526	Sam Brown Sales, LLC
VINTAGE TAN	United States of America	86/477,839	12/11/2014	4785506	Sam Brown Sales, LLC
WOODWARD TAN	United States of America	86/477,784	12/11/2014	4789456	Sam Brown Sales, LLC
PARVE BEIGE	United States of America	86/477,960	12/11/2014	4789461	Sam Brown Sales, LLC
HI-TECH	United States of America	78/978,774	07/25/2005	3340062	Sam Brown Sales, LLC

HI-TECH	United States of America	78/677,567	07/25/2005	3381762	Sam Brown Sales, LLC
THE 1 CLOTH ORIGINAL AUTHENTIC OFFICIAL (and design)	United States of America	77/066,736	12/18/2006	3568081	Sam Brown Sales, LLC
SAM BROWN	United States of America	77/401,491	02/20/2008	3571595	Sam Brown Sales, LLC
ORANGE POP (and design)	United States of America	77/505,661	06/23/2008	3690316	Sam Brown Sales, LLC
SHINE BLASTER	United States of America	77/847,815	10/13/2009	3795771	Sam Brown Sales, LLC
FAST 'N FOAMY	United States of America	77/939,567	02/19/2010	3856265	Sam Brown Sales, LLC
QUICK DRY PRO	Canada	1,820,950	02/01/2017	TMA1000334	Sam Brown Sales, LLC
WATER DEMON	Canada	1,820,948	02/01/2017	TMA1007766	Sam Brown Sales, LLC
Discount Car Care Products	United States of America	87/936,736	05/25/2018	5660326	Sam Brown Sales, LLC

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 20___ by **SAM BROWN SALES, LLC**, a Delaware limited liability company ("Grantor"), in favor of **APOGEM CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, "Grantee");

WITNESSETH:

WHEREAS, Grantee, **DETAILED TECHNOLOGY HOLDINGS, LLC**, a Delaware limited liability company and Grantor are parties to that certain Credit and Guaranty Agreement dated as of April 29, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of April 29, 2022 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

WHEREAS, pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the "New Trademarks"), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the

proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. [Reserved].

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), AND 12.15 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security and Pledge Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

6. Financing Document. This Agreement constitutes a "Financing Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

SAM BROWN SALES, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Agreed and Accepted As of the Date First Written
Above

GRANTEE:

APOGEM CAPITAL LLC, as Administrative Agent

By: _____

Name: _____

Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services