

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725902

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (R7677D0107, R7471F0189, R7471F0226, & R7537F0824) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| MADISON CAPITAL FUNDING LLC, as Retiring Agent | | 04/01/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | APOGEM CAPITAL LLC, as Successor Agent |
| Street Address: | 227 West Monroe Street, Suite 5400 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 97

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------|
| Registration Number: | 4638759 | TURF & SPORT |
| Registration Number: | 5264272 | ARTIFICIAL GRASS SUPERSTORE |
| 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 |

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| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Serial Number: | 88016399 | SYNTHETIC TURF INTERNATIONAL |
| Serial Number: | 86156703 | TRANSFORMING TURF TECHNOLOGY |
| Serial Number: | 87742938 | COASTAL CUT |
| Serial Number: | 87617275 | V-MAX |
| Serial Number: | 87029794 | ARMORLOC |
| Serial Number: | 88299450 | BAREFOOT COMFORT |
| Serial Number: | 88199277 | CHARGE GUARD |
| Registration Number: | 6226622 | ECO CELL |
| Registration Number: | 6296626 | MODESTO TOUCH |
| Serial Number: | 90123723 | SASSY GRASS |
| Registration Number: | 6296536 | CHIPPERS CHOICE |
| Serial Number: | 97018956 | NP50 |
| Serial Number: | 97030378 | COMBAT TURF |
| Serial Number: | 87761766 | PURCHASE GREEN ARTIFICIAL GRASS |
| Serial Number: | 87756738 | PURCHASE GREEN |
| Serial Number: | 87760437 | KICKIN' GRASS |
| Serial Number: | 87923700 | HEROFILL |
| Serial Number: | 87933823 | TURF BOMB |
| Serial Number: | 87755239 | WE'RE HAPPY, HELPFUL AND HAPPY TO HELP! |
| Serial Number: | 88320655 | COOL YARN |
| Serial Number: | 87753043 | |
| Serial Number: | 87753325 | PURCHASE GREEN |
| Serial Number: | 88445515 | MELLOWFILL |
| Registration Number: | 5562169 | BASETRAX |
| Registration Number: | 5562168 | TRAYTRAX |
| Registration Number: | 5362676 | SWISSTRAX RENTAL FLOORING |
| Registration Number: | 4952185 | SWEET MAKEOVERS |
| Registration Number: | 4689746 | GRAPHICTRAX |
| Registration Number: | 4689745 | CARPETRAX |
| Registration Number: | 4693270 | TURFTRAX |
| Registration Number: | 4575169 | LIGHTRAX |
| Registration Number: | 4575167 | DANCETRAX |
| Registration Number: | 4575165 | LOGOTRAX |
| Registration Number: | 4575160 | FLOORTRAX |
| Registration Number: | 4575157 | DIAMONDTRAX |
| Registration Number: | 4635793 | SWISSTRAX WORLD'S FINEST MODULAR FLOORIN |
| Registration Number: | 4685514 | VINYLTRAX |
| Registration Number: | 4231642 | SWISSMATS |

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------------|
| Registration Number: | 4019204 | RIBTRAX |
| Registration Number: | 4019201 | COINTRAX |
| Registration Number: | 4019200 | SWISSKITS |
| Registration Number: | 4140013 | SHOPTRAX |
| Registration Number: | 4242637 | RUBBERTRAX |
| Registration Number: | 4184475 | DIAMONDTREAD |
| Registration Number: | 4184474 | RIBTREAD |
| Registration Number: | 4140012 | SHOPTREAD |
| Registration Number: | 3127880 | SWISSTRAX |
| Registration Number: | 3680835 | EASYGRASS |
| Registration Number: | 5829449 | EASYGRASS BLOCK |
| Registration Number: | 6384661 | EASYGRASS |
| Registration Number: | 6384660 | EASYIVY |
| Registration Number: | 4815075 | SYNTHETIC GRASS PROS |
| Registration Number: | 4815074 | SYNTHETIC TURF DEPOT |
| Registration Number: | 4921476 | SYNTHETIC GRASS PROS |
| Registration Number: | 4862449 | SYNTHETIC TURF DEPOT |
| Registration Number: | 2992340 | |
| Registration Number: | 4161273 | DURAMULCH |
| Registration Number: | 6070905 | ENGINEERED PLAY |
| Serial Number: | 90530277 | EASYIVY |
| Registration Number: | 4107740 | SPORTRAX |
| Registration Number: | 5909637 | GET CAUGHT GREEN-HANDED |
| Registration Number: | 5068461 | ICECOURT |
| Registration Number: | 5364118 | LANMARK DESIGNS |
| Registration Number: | 3777944 | ONELAWN |
| Registration Number: | 5411009 | PLAY ON COURTS |
| Registration Number: | 6059490 | POLYGREEN |
| Registration Number: | 6168752 | SOFTRAK |
| Registration Number: | 2323919 | SOFTRAK |
| Registration Number: | 4974378 | SWISS FLEX |
| Registration Number: | 2995065 | TOUR GREENS |
| Registration Number: | 2989720 | VERSACOURT |
| Registration Number: | 4831186 | VERSAGOAL |
| Registration Number: | 3210697 | VERSALAWN |
| Registration Number: | 4459068 | VERSASPORT |
| Registration Number: | 5393135 | VIRIDIAN |
| Registration Number: | 5909638 | WE GOT CAUGHT GREEN-HANDED |

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Registration Number: | 3863243 | XGRASS |
| Registration Number: | 4558647 | XGRASS |
| Registration Number: | 6554272 | SPEEDWAY |
| Serial Number: | 90245588 | PERFORMX |

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: | 22704260 |
| NAME OF SUBMITTER: | William R. Siegel |
| SIGNATURE: | /william r siegel/ |
| DATE SIGNED: | 05/05/2022 |

Total Attachments: 16

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**ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **APOGEM CAPITAL LLC** (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, CONTROLLED PRODUCTS, LLC, PATH TO PROSPERITY, LLC, SWISSTRAX, LLC, EASY GRASS DISTRIBUTING, LLC, SYNTHETIC GRASS PROS DISTRIBUTING, LLC, CH3 SOLUTIONS, LLC, XGRASS, LLC, THE RECREATIONAL GROUP, LLC and POLY-GREEN FOAM HOLDINGS, LLC, each as “**Grantor**”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement by and between MCF, as the Retiring Agent, and Apogem, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

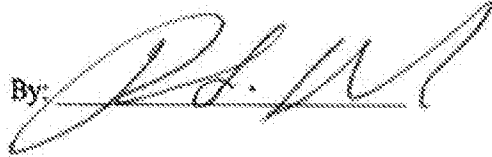
(Remainder of page left intentionally blank; signatures follow.)

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

MADISON CAPITAL FUNDING LLC

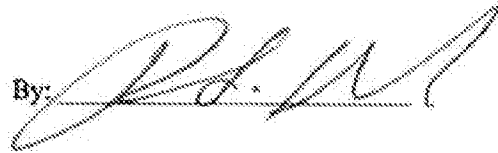
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl
Title: Director

SUCCESSOR AGENT:

APOGEM CAPITAL LLC

By: 

Name: Patrick D. Koehl
Title: Director

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 March 31, 2022 is made by the Person listed on the signature page hereof (the “Grantor”) 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 Grantor has 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 Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has 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, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the 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 the Grantor or in which the 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 the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or

Exhibit III-1

KL2 3263246.1
744186515.8

KL2 3277805.2

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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 the Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the 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 Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. The 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, the 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.

XGRASS, LLC, as Grantor

By: 
Name: Patrick D. Khise
Title: Vice President

MADISON CAPITAL FUNDING LLC, as Agent

DocuSigned by:



By: _____

Name: Jeff Karczynski

Title: Director

[Signature Page to Intellectual Property Security Agreement]

RECORDED: 05/05/2022

**TRADEMARK
REEL: 007712 FRAME: 0728**