

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T-H Marine Supplies, LLC		08/09/2022	Limited Liability Company: DELAWARE
Odorstar Technology, LLC		08/09/2022	Limited Liability Company: FLORIDA
Star Brite Distributing, Inc.		08/09/2022	Corporation: FLORIDA
Ocean Bio-Chem, Inc.		08/09/2022	Corporation: FLORIDA
Bosun's Assets & Operations, LLC		08/09/2022	Limited Liability Company: DELAWARE
Singleton Assets & Operations, LLC		08/09/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Truist Bank, as collateral agent		
Street Address:	245 Peachtree Center Ave., NE, 17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 67			
Property Type	Number	Word Mark	
Serial Number:	73311662	STAR BRITE	
Serial Number:	85545557	MOISTURE MAGNET	
Serial Number:	73311667	VINYL-BRITE	
Serial Number:	85914878	PERFORMACIDE	
Serial Number:	87523415	LIQUID MECHANIC	
Serial Number:	76530861	CAR WASH IN A BOTTLE	
Serial Number:	76563384	STAR TRON	
Serial Number:	87958649	TEAK-NU	
Serial Number:	86308944	RING CLEAN	
Serial Number:	78343337		
Serial Number:	76530862	BOAT WASH IN A BOTTLE	
Serial Number:	74527069	EXTEND-A-BRUSH	

CH \$1690.00 73311662

Property Type	Number	Word Mark
Serial Number:	87501478	LIQUID MECHANIC
Serial Number:	86648478	STAR BRITE
Serial Number:	86648658	STAR BRITE
Serial Number:	86648705	STAR BRITE
Serial Number:	74548942	DAMP CHECK
Serial Number:	86901154	CARBON ELIMINATOR
Serial Number:	86249651	PRO STAR
Serial Number:	85444159	BOAT BLADE
Serial Number:	85439804	BIO ODOR
Serial Number:	76582462	SALT OFF
Serial Number:	76600521	PTEF
Serial Number:	78882192	STAR COOL
Serial Number:	77217329	BOATER'S EDGE
Serial Number:	73132641	STAR BRITE
Serial Number:	73132642	STAR BRITE
Serial Number:	77746691	SEA SAFE
Serial Number:	77746854	SPIDER AWAY
Serial Number:	77799703	NO DAMP
Serial Number:	77746916	ENZYME
Serial Number:	85453458	NOSGUARD
Serial Number:	85453570	BOAT GUARD
Serial Number:	85453537	VIEW GUARD
Serial Number:	85569356	PRO STAR
Serial Number:	85453487	TOWER GUARD
Serial Number:	85453585	BOAT BOMB
Serial Number:	86019652	BOSUN'S MARINE
Serial Number:	97170228	PROREVVER
Serial Number:	90534709	INSTANT BOATIFICATION
Serial Number:	90534664	BOATIFICATION
Serial Number:	90721997	BOATS FOR SALE.COM
Serial Number:	88132765	GATOR GUARDS
Serial Number:	88132787	GATOR GUARDS "THE ULTIMATE IN BOAT PROTE
Serial Number:	86903440	GATOR PATCH
Serial Number:	86224663	THE ULTIMATE IN SKEG PROTECTION
Serial Number:	85948854	GATORSKINZ
Serial Number:	77814996	KEELSHIELD "THE ULTIMATE IN HULL PROTECT
Serial Number:	77814224	SKEGSHIELD "THE ULTIMATE IN SKEG PROTECT
Serial Number:	77814250	SKEGSHIELD

Property Type	Number	Word Mark
Serial Number:	77814288	BOWSHIELD "THE ULTIMATE IN BOW PROTECTIO
Serial Number:	77814305	BOWSHIELD
Serial Number:	78666752	THE ULTIMATE IN HULL PROTECTION
Serial Number:	76500569	KEELSHIELD
Serial Number:	75359157	KEELSHIELD
Serial Number:	97173023	OUTBOARD ESSENTIALS
Serial Number:	97173031	ENGINE ESSENTIALS
Serial Number:	97173034	PWC ESSENTIALS
Serial Number:	97173037	WAKE ESSENTIALS
Serial Number:	97173040	WAKEBOARD ESSENTIALS
Serial Number:	97173045	POWERSPORT ESSENTIALS
Serial Number:	97173049	POWERSPORTS ESSENTIALS
Serial Number:	97173052	ATV ESSENTIALS
Serial Number:	97173059	MOTORCYCLE ESSENTIALS
Serial Number:	97173064	CYCLE ESSENTIALS
Serial Number:	97263898	MAINTENANCE ESSENTIALS
Serial Number:	97368653	HYDRA FORCE

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Email: iprecordations@whitecase.com

Correspondent Name: Sydney Crute

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1134397-0156-CZ49
NAME OF SUBMITTER:	Sydney Crute
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	08/09/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of August 9, 2022 (this “**Agreement**”), is made by each of the entities identified as a “**Grantor**” on the signature pages hereto (individually and collectively, the “**Grantor**”), in favor of TRUIST BANK, as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in that certain Pledge and Security Agreement, dated of even date herewith, between the Grantor, the other Grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, the Grantor is the applicant or registrant for the Trademarks listed on **Schedule 1** hereto, which Trademarks are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Grantor has pledged and assigned to the Collateral Agent, and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) all Trademarks, including those listed on **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation. The Grantor hereby authorizes the Commissioner for Trademarks and any other relevant Governmental Authority to record and register this Agreement upon request by the Collateral Agent.

Section 3. Credit Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.

The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 4. Authorization to Supplement. The Grantor hereby authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 attached hereto.

Section 5. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Successors and Assigns. This Agreement shall be binding on the Grantor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and assigns.

Section 7. Modifications. This Agreement or any provision hereof may not be amended, restated, waived, terminated or otherwise modified except in accordance with the amendment provisions of the Security Agreement.

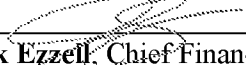
Section 8. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE COLLATERAL AGENT AND THE GRANTOR HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed as of the date first above written by its duly authorized officers.

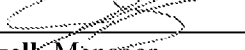
GRANTORS:

ONEWATER MARINE, INC.
ONE WATER MARINE HOLDINGS, LLC
OCEAN BIO-CHEM HOLDINGS, INC.
ONE WATER ASSETS & OPERATIONS, LLC
SINGLETON ASSETS & OPERATIONS, LLC
LEGENDARY ASSETS & OPERATIONS, LLC
SOUTH FLORIDA ASSETS & OPERATIONS, LLC
MIDWEST ASSETS & OPERATIONS, LLC
SOUTH SHORE LAKE ERIE ASSETS &
OPERATIONS, LLC
BOSUN'S ASSETS & OPERATIONS, LLC
YACHTING ASSETS & OPERATIONS, LLC
ALL OCEANS CLOSINGS, LLC
OCEAN BIO-CHEM, INC.
STAR-BRITE DISTRIBUTING, INC.
STAR BRITE DISTRIBUTING (CANADA), INC.
D & S ADVERTISING SERVICES, INC.
STARBRITE STA-PUT, INC.
STAR BRITE SERVICE CENTERS, INC.
STAR BRITE AUTOMOTIVE, INC.
KINPAK, INC.
ODORSTAR TECHNOLOGY, LLC
STAR BRITE EUROPE, LLC

By: 

Jack Ezzell, Chief Financial Officer

T-H MARINE SUPPLIES, LLC

By: 

Jack Ezzell, Manager

[Signatures continue on following page.]

CMC MARINE, LLC

By: T-H Marine Supplies, LLC,
its Manager

By: 

Jack Ezzell, Manager

INNOVATIVE PLASTICS, LLC

By: T-H Marine Supplies, LLC,
its Manager

By: 

Jack Ezzell, Manager

CENTRAL ASSETS & OPERATIONS, LLC


By: One Water Assets & Operations, LLC,
its Manager

By: One Water Marine Holdings, LLC,
its Managing Member

By: 

Jack Ezzell, Chief Financial Officer

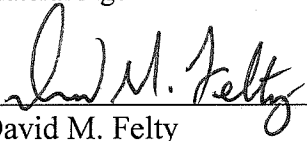
NORFOLK MARINE COMPANY

By: 

Name: **Jack Ezzell**
Title: Treasurer

[Signatures continue on following page.]

TRUIST BANK,
as the Collateral Agent

By: 
Name: David M. Felty
Title: Managing Director

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

United States Trademarks and Trademark Applications

<u>Serial Number</u>	<u>Title</u>	<u>Country</u>	<u>Registration Number or Application Number</u>	<u>Registration Date</u>	<u>Grantor</u>
73311662	<u>STAR BRITE</u>	US	1250822	September 13, 1983	Star-Brite Distributing, Inc.
85545557	<u>MOISTURE MAGNET</u>	US	4411730	October 1, 2013	Star-Brite Distributing, Inc.
73311667	<u>VINYL-BRITE</u>	US	1258125	November 22, 1983	Star-Brite Distributing, Inc.
85914878	<u>PERFORMACIDE</u>	US	4552983	June 17, 2014	Odorstar Technology, LLC
87523415	<u>LIQUID MECHANIC</u>	US	5504658	June 26, 2018	Star-Brite Distributing, Inc.
76530861	<u>CAR WASH IN A BOTTLE</u>	US	2857657	June 29, 2004	Star-Brite Distributing, Inc.
76563384	<u>STAR TRON</u>	US	2910113	December 14, 2004	Star-Brite Distributing, Inc.
87958649	<u>TEAK-NU</u>	US	5741567	April 30, 2019	Star-Brite Distributing, Inc.
86308944	<u>RING CLEAN</u>	US	4774106	July 14, 2015	Star-Brite Distributing, Inc.
78343337	<u>US Trademark for design (IC 001)</u>	US	2991787	September 6, 2005	Star-Brite Distributing, Inc.
76530862	<u>BOAT WASH IN A BOTTLE</u>	US	2862361	July 13, 2004	Star-Brite Distributing, Inc.
74527069	<u>EXTEND-A-BRUSH</u>	US	1937969	November 28, 1995	Star-Brite Distributing, Inc.
87501478	<u>LIQUID MECHANIC</u>	US	5556723	September 4, 2018	Star-Brite Distributing, Inc.
86648478	<u>STAR BRITE</u>	US	4922053	March 22, 2016	Star-Brite Distributing, Inc.
86648658	<u>STAR BRITE</u>	US	4922054	March 22, 2016	Star-Brite Distributing, Inc.
86648705	<u>STAR BRITE</u>	US	4944593	April 26, 2016	Star-Brite Distributing, Inc.
74548942	<u>DAMP CHECK</u>	US	1964694	March 26, 1996	Star-Brite Distributing, Inc.
86901154	<u>CARBON ELIMINATOR</u>	US	4970804	May 31, 2016	Star-Brite Distributing, Inc.
86249651	<u>PRO STAR</u>	US	5276669	August 29, 2017	Star-Brite Distributing, Inc.
85444159	<u>BOAT BLADE</u>	US	4223171	October 9, 2012	Star-Brite Distributing, Inc.

<u>Serial Number</u>	<u>Title</u>	<u>Country</u>	<u>Registration Number or Application Number</u>	<u>Registration Date</u>	<u>Grantor</u>
85439804	BIO ODOR	US	4223159	October 9, 2012	Star-Brite Distributing, Inc.
76582462	SALT OFF	US	2998808	September 20, 2005	Star-Brite Distributing, Inc.
76600521	PTEF	US	3083298	April 18, 2006	Star-Brite Distributing, Inc.
78882192	STAR COOL	US	3337203	November 13, 2007	Star-Brite Distributing, Inc.
77217329	BOATER'S EDGE	US	3599278	March 31, 2009	Star-Brite Distributing, Inc.
73132641	STAR BRITE	US	1099965	August 22, 1978	Ocean Bio-Chem, Inc.
73132642	STAR BRITE	US	1099966	August 22, 1978	Ocean Bio-Chem, Inc.
77746691	SEA SAFE	US	3728246	December 22, 2009	Star-Brite Distributing, Inc.
77746854	SPIDER AWAY	US	3770329	April 6, 2010	Star-Brite Distributing, Inc.
77799703	NO DAMP	US	3816857	July 13, 2010	Star-Brite Distributing, Inc.
77746916	ENZYME	US	3871983	November 9, 2010	Star-Brite Distributing, Inc.
85453458	NOSGUARD	US	4160976	June 19, 2012	Star-Brite Distributing, Inc.
85453570	BOAT GUARD	US	4164082	June 26, 2012	Star-Brite Distributing, Inc.
85453537	VIEW GUARD	US	4164080	June 26, 2012	Star-Brite Distributing, Inc.
85569356	PRO STAR	US	4267301	January 1, 2013	Star-Brite Distributing, Inc.
85453487	TOWER GUARD	US	4220782	October 9, 2012	Star-Brite Distributing, Inc.
85453585	BOAT BOMB	US	4160992	June 19, 2012	Star-Brite Distributing, Inc.
86019652	BOSUN'S MARINE	US	4574723	7/29/2014	Bosun's Assets & Operations, LLC
97170228	PROEVVER	US			Singleton Assets & Operations, LLC
90534709	INSTANT BOATIFICATION	US			Singleton Assets & Operations, LLC
90534664	BOATIFICATION	US			Singleton Assets & Operations, LLC
90721997	BOATS FOR SALE.COM	US			Singleton Assets & Operations, LLC
88132765	GATOR GUARDS	US	5909901	11/12/2019	T-H Marine Supplies, LLC
88132787	GATOR GUARDS "THE ULTIMATE IN BOAT PROTECTION"	US	5881307	10/8/2019	T-H Marine Supplies, LLC

<u>Serial Number</u>	<u>Title</u>	<u>Country</u>	<u>Registration Number or Application Number</u>	<u>Registration Date</u>	<u>Grantor</u>
86903440	GATOR PATCH	US	5045089	9/20/2016	T-H Marine Supplies, LLC
86224663	THE ULTIMATE IN SKEG PROTECTION	US	4624411	10/21/2014	T-H Marine Supplies, LLC
85948854	GATORSKINZ	US	4589867	8/19/2014	T-H Marine Supplies, LLC
77814996	KEELSHIELD "THE ULTIMATE IN HULL PROTECTION"	US	3787086	5/11/2010	T-H Marine Supplies, LLC
77814224	SKEGSHIELD "THE ULTIMATE IN SKEG PROTECTION"	US	3783848	5/4/2010	T-H Marine Supplies, LLC
77814250	SKEGSHIELD	US	3750912	2/16/2010	T-H Marine Supplies, LLC
77814288	BOWSHIELD "THE ULTIMATE IN BOW PROTECTION"	US	3789780	5/18/2010	T-H Marine Supplies, LLC
77814305	BOWSHIELD	US	3783851	5/4/2010	T-H Marine Supplies, LLC
78666752	THE ULTIMATE IN HULL PROTECTION	US	3106762	6/20/2006	T-H Marine Supplies, LLC
76500569	KEELSHIELD	US	2824723	3/23/2004	T-H Marine Supplies, LLC
75359157	KEELSHIELD	US	2277163	9/14/1999	T-H Marine Supplies, LLC
97173023	OUTBOARD ESSENTIALS	US			T-H Marine Supplies, LLC
97173031	ENGINE ESSENTIALS	US			T-H Marine Supplies, LLC
97173034	PWC ESSENTIALS	US			T-H Marine Supplies, LLC
97173037	WAKE ESSENTIALS	US			T-H Marine Supplies, LLC
97173040	WAKEBOARD ESSENTIALS	US			T-H Marine Supplies, LLC
97173045	POWERSPORT ESSENTIALS	US			T-H Marine Supplies, LLC
97173049	POWERSPORTS ESSENTIALS	US			T-H Marine Supplies, LLC
97173052	ATV ESSENTIALS	US			T-H Marine Supplies, LLC
97173059	MOTORCYCLE ESSENTIALS	US			T-H Marine Supplies, LLC
97173064	CYCLE ESSENTIALS	US			T-H Marine Supplies, LLC
97263898	MAINTENANCE ESSENTIALS	US			T-H Marine Supplies, LLC
97368653	HYDRA FORCE	US			T-H Marine Supplies, LLC

TRADEMARK