

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duke's Root Control, Inc.		12/08/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Administrative Agent		
Street Address:	333 S. Grand Avenue		
Internal Address:	28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6873294	DUKE'S 360	
Registration Number:	2532991	RAZORROOTER	
Registration Number:	3953409	VAPOROOTER	
Registration Number:	4591315	HYDROSTRUCTURES	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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>			
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:	1533076-0011-CZ49		
NAME OF SUBMITTER:	Sydney Crute		
SIGNATURE:	/Sydney Crute/		
DATE SIGNED:	12/09/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 8, 2022, is made by the undersigned (the “**Grantor**”) in favor of **OAKTREE FUND ADMINISTRATION, LLC**, as Administrative Agent for the Secured Parties (together, with its successors, the “**Administrative Agent**”).

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of as of December 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. 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 Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2 Grant of Security. As security for the payment and performance in full of the Secured Obligations (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise), the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include any Excluded Assets.

Section 3 Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4 Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 5 Security Agreement. This Trademark 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, the Administrative Agent with respect to the Trademark 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6 Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 7 Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH APPLICABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

DUKE'S ROOT CONTROL, INC., a New York corporation

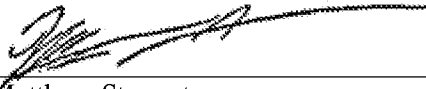
By:  _____
Name: Matthew Fishbune
Title: President

ADMINISTRATIVE AGENT:

OAKTREE FUND ADMINISTRATION, LLC, as
Administrative Agent

By: **OAKTREE CAPITAL MANAGEMENT, L.P.**
Its: Managing Member

By: 
Name: Mary Gallegly
Title: Managing Director

By: 
Name: Matthew Stewart
Title: Senior Vice President

SCHEDULE A

Registered Owner	Registration No.	Trademark
Duke's Root Control, Inc.	SN: 90053488 RN: 6873294	DUKE'S 360
Sewer Sciences, Inc. ¹	RN: 2532991 SN: 76050102	RAZORROOTER
Duke's Root Control, Inc.	RN: WI 20200078734	MIDWEST WATER GROUP
Duke's Root Control, Inc.	RN: WI 20200078737	RED ARROW SALES
Duke's Root Control, Inc.	RN: WI 20200078736	RMS UTILITY SERVICES
Duke's Root Control, Inc.	RN: WI 20200078735	NEW ENGLAND WATER GROUP
Douglas Products and Packaging Company LLC ²	RN: 3953409 SN: 77959217	VAPORROOTER
Hydrostructures, P.A. ³	RN: 4591315 SN: 85966731	HYDROSTRUCTURES

¹ This Grantor recently acquired ownership of this trademark. An assignment reflecting this transfer will be filed with the U.S. Patent and Trademark Office.

² This Grantor recently acquired ownership of this trademark. An assignment reflecting this transfer will be filed with the U.S. Patent and Trademark Office.

³ This Grantor recently acquired ownership of this trademark. An assignment reflecting this transfer will be filed with the U.S. Patent and Trademark Office.