

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMI Limited Co.		12/21/2022	Corporation: OHIO
Gator Dock & Marine LLC		12/21/2022	Limited Liability Company: OHIO
Mantle Industries, LLC		12/21/2022	Limited Liability Company: DELAWARE
Engineered Plastic Systems, L.L.C.		12/21/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	6672000	ARMORWARE	
Registration Number:	4856318	CHAMPIONWALL	
Registration Number:	5503095	CMI	
Registration Number:	5497816	CMI	
Registration Number:	6348449	CUMBERLAND	
Registration Number:	4509560	GATORBRIDGE	
Registration Number:	2119606	GATOR GATES	
Registration Number:	3336912	LUMBEROCK	
Registration Number:	6620481	MANTLE INDUSTRIES	
Registration Number:	3385178	PERENNIAL PARK PRODUCTS	
Registration Number:	4510139	PILECLAW	
Registration Number:	1889900	SHOREGUARD	
Registration Number:	3112710	TIMBERGUARD	
Registration Number:	6722344	ULTRACOMPOSITE	

OP \$615.00 6672000

Property Type	Number	Word Mark
Registration Number:	5639391	VERSACAP
Serial Number:	90708755	I-BEAM LOCK
Serial Number:	97391462	BEARBOARD
Serial Number:	97391473	
Serial Number:	97171561	
Serial Number:	97171571	GATORACCESS
Serial Number:	97171534	
Serial Number:	97053636	MARINE GRADE DECKING
Serial Number:	97171547	MI
Registration Number:	4509559	GATORDOCK

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,brandon.chang@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/27/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 21, 2022, by the parties identified as “Grantors” on the signature pages hereto (individually a “Grantor”, and collectively the “Grantors”), in favor of ALLY BANK, as administrative and collateral agent for the Lenders (in such capacities, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), dated as of December 21, 2022 and entered into among CMI INTERCO, LLC, a Delaware limited liability company, as Holdings (as defined in the Loan Agreement), the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and the Secured Parties, this Agreement.

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

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein does not include any Excluded Property (as defined in the Security Agreement) (including, without limitation, any “intent to use”

trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral).

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTORS:

CMI LIMITED CO.,

an Ohio limited liability company

By: Matthew S. Elkins
Name: Matt Elkins
Title: Chief Financial Officer, Secretary and
Treasurer

GATOR DOCK & MARINE LLC,

an Ohio limited liability company

By: Matthew S. Elkins
Name: Matt Elkins
Title: Chief Financial Officer, Secretary and
Treasurer

MANTLE INDUSTRIES, LLC,

a Delaware limited liability company

By: Matthew S. Elkins
Name: Matt Elkins
Title: Chief Financial Officer, Secretary and
Treasurer

ENGINEERED PLASTIC SYSTEMS, L.L.C.,

an Illinois limited liability company

By: Matthew S. Elkins
Name: Matt Elkins
Title: Chief Financial Officer, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK,
as Agent

By: 
Name: Edward Barclay
Title: Authorized Signatory

[Signature Page]
Trademark Security Agreement

TRADEMARK
REEL: 007931 FRAME: 0373

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT¹

TRADEMARK REGISTRATIONS

Mark	Serial Number	Date of Registration	Registration Number	Status	Owner
ArmorWare	90683615	4/30/21	6,672,000	Active	CMI Limited Co.
ChampionWall	86251225	11/17/15	4,856,318	Active	CMI Limited Co.
CMI (design – Logo)	87697463	11/02/17	5,503,095	Active	CMI Limited Co.
CMI (words)	87697457	11/02/17	5,497,816	Active	CMI Limited Co.
CMI BZ (design – Logo)	915783290	6/30/18	915,783,290	Active	CMI Limited Co.
CMI BZ (words)	915783070	6/30/18	915,783,070	Active	CMI Limited Co.
CMI EU (design – Logo)	17819831	2/15/18	17,819,831	Active	CMI Limited Co.
CMI EU (words)	17819814	2/15/18	17,719,814	Active	CMI Limited Co.
CMI UK (design – logo)	UK00003290419	2/15/18	87,697,463	Active	CMI Limited Co.
CMI UK (words)	UK00003290412	2/15/18	87,697,457	Active	CMI Limited Co.
Cumberland	87901630	5/01/18	6,348,449	Active	Gator Dock & Marine, LLC

¹ NTD: Please update as necessary.

GatorBridge	85940508	4/08/14	4,509,560	Active	Gator Dock & Marine, LLC
GatorDock®	85940494	4/08/14	4,509,559	Active	CMI Limited Co.
GATOR GATES®	75198712	12/09/97	2,119,606	Active	Gator Dock & Marine Acquisition LLC
LUMBEROCK	78829928	3/06/06	3,336,912	Active	Engineered Plastic Systems, L.L.C.
Mantle Industries	90557327	3/03/21	6,620,481	Active	Mantle Industries, LLC
PERENNIAL PARK PRODUCTS	77227693	7/12/07	3,385,178	Active	Engineered Plastic Systems, L.L.C.
PileClaw®	86028805	4/8/14	4,510,139	Active	CMI Limited Co.
ShoreGuard®	74501347	4/18/95	1,889,900	Active	CMI Limited Co.
ShoreGuard BZ – class a	914877852	6/18/18	914,877,852	Active	CMI Limited Co.
ShoreGuard BZ – class b	914877896	6/19/18	914,877,896	Active	CMI Limited Co.
TimberGuard	78385157	7/04/06	3,112,710	Active	CMI Limited Co.
UltraComposite	90683642	4/30/21	6,722,344	Active	CMI Limited Co.
VersaCap	87681347	11/12/17	5,639,391	Active	CMI Limited Co.

I-Beam Lock	90708755	5/13/21	--	Pending	CMI Limited Co.
PileClaw-AU	2174773	4/29/21	--	Pending	CMI Limited Co.
ShoreGuard-AU	2174774	4/29/21	--	Pending	CMI Limited Co.
BearBoard	97391462	10/05/21	--	Pending	Engineered Plastic Systems, L.L.C.
BearBoard Paw (design logo)	97391473	10/05/21	--	Pending	Engineered Plastic Systems, L.L.C.
Lumberock Mountain (design logo)	97171561	12/14/21	--	Pending	Engineered Plastic Systems, L.L.C.
GatorAccess	97171571	12/14/21	--	Pending	Gator Dock & Marine, LLC
Gator Head (design logo)	97171534	12/14/21	--	Pending	Gator Dock & Marine, LLC
Marine Grade Decking	97053636	9/30/21	--	Pending	Gator Dock & Marine, LLC
MII Gear (design logo)	97171547	12/14/21	--	Pending	Mantle Industries, LLC

[Schedule I]
Trademark Security Agreement