

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM783591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mearthane Products, LLC		01/31/2023	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Aldine Capital Fund IV, L.P.		
Street Address:	444 W. Lake Street, Suite 4550		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97480814	ENIGMA	
Registration Number:	3149360	STREET FIGHT	
Registration Number:	2814277	MPC	
Registration Number:	2805867	MTECH	
Registration Number:	2803737	HOT SHOT	
Registration Number:	2803736	HORNET	
Registration Number:	3426631	STORM SURGE	
Registration Number:	2649834	DURETHANE	
Registration Number:	0806162	MEARTHANE	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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>			
Phone:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		

OP \$240.00 97480814

SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	01/31/2023
Total Attachments: 5 source=Aldine - Mearthane Trademark Security Agreement#page1.tif source=Aldine - Mearthane Trademark Security Agreement#page2.tif source=Aldine - Mearthane Trademark Security Agreement#page3.tif source=Aldine - Mearthane Trademark Security Agreement#page4.tif source=Aldine - Mearthane Trademark Security Agreement#page5.tif	

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JANUARY 31, 2023 IN FAVOR OF STIFEL BANK & TRUST, AS SENIOR AGENT THEREUNDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2023, by MEARTHANE PRODUCTS, LLC, a Rhode Island limited liability company ("Grantor"), in favor of ALDINE CAPITAL FUND IV, L.P., a Delaware limited partnership ("Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement dated as of even date herewith by and among Compass MPC, LLC, a Delaware limited liability company, Grantor (and together with any additional persons that become party to the Note Purchase Agreement as issuers, collectively, "Issuers"), and Purchaser (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), Purchaser has agreed to purchase a Promissory Note from Issuers;

WHEREAS, the proceeds of the Promissory Note purchased under the Note Purchase Agreement will directly or indirectly benefit Grantor in connection with the operation of its business;

WHEREAS, Purchaser is willing to purchase the Promissory Note from Issuers as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantor execute that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Purchaser this Trademark Security 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Purchaser a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its United States registered Trademarks set forth on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Purchaser pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Purchaser 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. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Purchaser unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Purchaser's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.


5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

6. GOVERNING LAW. This Trademark Security Agreement shall be a contract made under and governed by the internal laws of the state of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature pages follow]

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

MEARTHANE PRODUCTS, LLC, a Rhode
Island limited liability company

By: 

Name: Robert Bryan

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007956 FRAME: 0826

ACCEPTED AND ACKNOWLEDGED BY:

ALDINE CAPITAL FUND IV, L.P., a Delaware limited partnership

By: ALDINE GP IV, LLC, its General Partner

By: ALDINE CAPITAL PARTNERS, INC., its Manager

By: _____

Name: Steve Groya

Title: Vice President

A handwritten signature in black ink, appearing to read 'SG', is written over a horizontal line. The signature is stylized and somewhat cursive.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REF.	TRADEMARK	SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	STATUS
1.	ENIGMA	97480814	6/29/2022	N/A	N/A	Pending
2.	STREET FIGHT	78160925	9/5/2002	3149360	9/26/2006	Registered
3.	MPC	78184412	11/13/2002	2814277	2/10/2004	Registered
4.	MTECH	78160931	9/5/2002	2805867	1/13/2004	Registered
5.	HOT SHOT	78160921	9/5/2002	2803737	1/6/2004	Registered
6.	HORNET	78160909	9/5/2002	2803736	1/6/2004	Registered
7.	STORM SURGE	77285252	9/21/2007	3426631	5/13/2008	Registered
8.	DURETHANE	75742191	7/1/1999	2649834	11/12/2002	Registered
9.	MEARTHANE	72208663	12/21/1964	806162	3/29/1966	Registered