

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785534

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marco Rubber & Plastics, LLC		02/08/2023	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Administrative Agent		
Street Address:	227 W. Monroe Street		
Internal Address:	Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5571709	JET HOME BREWING SUPPLY	
Registration Number:	6229989	WICKED SEALS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.409		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	02/08/2023		
Total Attachments: 5			
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of February 8, 2023, by MARCO RUBBER & PLASTICS, LLC, a New Hampshire limited liability company ("Grantor"), in favor of APOGEM CAPITAL LLC, in its capacity as administrative agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of February 19, 2020 by and among Grantor, Marco Rubber Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), and Exponential Innovation, LLC, a New Hampshire limited liability company ("Exponential" and together with Holdings and Grantor, each a "Borrower" and collectively, the "Borrowers"), the financial institutions party thereto from time to time, as Lenders, and Madison Capital Funding LLC, as administrative agent ("Agent") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit from time to time for the benefit of Grantor and the other Borrowers;

WHEREAS, Agent, Grantor, the other Borrowers and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of February 19, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor and Agent entered into that certain Trademark Security Agreement dated as of February 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement as set forth herein.

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 parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
2. SCHEDULE. Schedule I to the Trademark Security Agreement is hereby amended by adding the New Trademarks set forth on Schedule I attached hereto.
3. EFFECT OF AMENDMENT. Except as expressly modified by this Amendment, the terms and provisions of the Trademark Security Agreement are hereby ratified

and confirmed and shall continue in full force and effect. For the avoidance of doubt, this Amendment is a Loan Document.

4. COLLATERAL AGREEMENT. The security interests granted pursuant to the Trademark Security Agreement (as amended hereby) are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by facsimile, emailed .pdf or other similar electronic transmission of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page and shall be as effective as a manually executed original counterpart.

[signature pages follow]

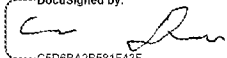
IN WITNESS WHEREOF, Grantor has caused this Amendment to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARCO RUBBER & PLASTICS, LLC, a New Hampshire limited liability company, as Grantor

By: DocuSigned by: Matt Iodice
Name: Matthew J. Iodice
Title: Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,
as Agent

By  DocuSigned by:
C5D88A2B581542E
Name Craig Dugan
Title Director

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MARCO RUBBER & PLASTICS, LLC	JET HOME BREWING SUPPLY	US	Registered	5,571,709	9/25/2018
MARCO RUBBER & PLASTICS, LLC	WICKED SEALS	US	Registered	6,229,989	12/22/2020