

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEARTHANE PRODUCTS, LLC		12/30/2022	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	STIFEL BANK & TRUST, AS AGENT		
Street Address:	501 N. BROADWAY, FLOOR 10		
City:	ST. LOUIS		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	BANK & TRUST COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97604538	DESIGNING AND MOLDING CUSTOM URETHANE PR	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7891.015		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	04/05/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2022, by MEARTHANE PRODUCTS, LLC, a Rhode Island limited liability company ("Grantor"), in favor of STIFEL BANK & TRUST, in its capacity as agent ("Agent") for the Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Compass MPC, LLC, a Delaware limited liability company, Grantor, the financial institutions (the "Lenders") from time to time party thereto, and Agent, as agent for the Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and the Lenders have agreed to extend credit to Borrowers;

WHEREAS, the proceeds of credit extended under the Credit Agreement will directly or indirectly benefit Grantor in connection with the operation of its business;

WHEREAS, Agent and the Lenders are willing to extend credit to Borrowers as provided for in the Credit 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 Agent, for itself and the ratable benefit of the Lenders, 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 Agent, for the benefit of itself and the other Benefited Parties (as such term is defined in the Security Agreement), a continuing first 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 Agent, on behalf of itself and the other Benefited Parties, pursuant to the Security 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 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 Agent 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 Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

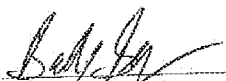
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart 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 New York 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

ACCEPTED AND ACKNOWLEDGED BY:

STIFEL BANK & TRUST, as Agent

By: Jessie K. Van Hook
Name: Jessi K. Van Hook
Title: Senior Vice President

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

**SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT**

Schedule I to Trademark Security Agreement is hereby amended by adding the following Trademarks:

Trademark Registrations/Applications

TRADEMARK	SERIAL NUMBER	FILE DATE	STATUS
DESIGNING AND MOLDING CUSTOM URETHANE PRODUCTS SINCE 1961 WHITEFIELD PLASTICS CL H2N CL H2N	97604538	09/23/2022	Pending