

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tank Holding Corp.		05/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Collateral Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6471246	BRINE MASTER	
Registration Number:	5462041	ENDURAPLAS	
Registration Number:	4349748	ENDURAPLAS	
Registration Number:	5462044	ENGINEERED FOR ENDURANCE	
Registration Number:	5868142	FIELD BOSS	
Registration Number:	5462042	FUEL BOSS	
Registration Number:	5687276	ICE MASTER	
Registration Number:	5776554	ICE MASTER SYSTEMS	
Registration Number:	5462043	LAND CHAMP	
Registration Number:	5942648	LIQUID MASTER	
Registration Number:	5710931	PRO MASTER	
Registration Number:	6060327	SPOT CHIEF	
Registration Number:	6423393	SWIFT BLENDER	
Registration Number:	5969336	TOW LYNX	
Registration Number:	5687259	UNDER BOSS	
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>			

CH \$390.00 6471246

Phone: 3129932617
Email: atoosa.nowrouzi@lw.com
Correspondent Name: Atoosa Nowrouzi
Address Line 1: C/O Latham and Watkins 330 N Wabash Ave
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0462 [AN]

NAME OF SUBMITTER: ATOOSA NOWROUZI

SIGNATURE: /an/

DATE SIGNED: 05/22/2023

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 22, 2023, is made by Tank Holding Corp., a Delaware corporation (the “Grantor”), in favor of Antares Capital LP, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of March 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Tank Holding II LLC, a Delaware limited liability company (“Holdings”), Tank Holding Corp., a Delaware corporation (the “Borrower”), the several lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and Antares Capital LP, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Security Agreement, dated as of March 31, 2022 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance of the Obligations when due (whether at the stated maturity, by acceleration or otherwise); provided that, any “intent to use” Trademark application filed in the United States Patent and Trademark Office will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

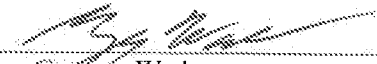
4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TANK HOLDING CORP.,
as the Grantor

By: 
Name: Gregory Wade
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008080 FRAME: 0078

ANTARES CAPITAL LP,
as the Collateral Agent



By: _____

Name: Lofton Spencer

Title: Duly Authorized Signatory

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 008080 FRAME: 0079

SCHEDULE A**U.S. Trademark Registrations and Applications**

Grantor	Trademark	Country	Registration Number	Registration Date
Tank Holding Corp.	BRINE MASTER	USA	6471246	August 31, 2021
Tank Holding Corp.	ENDURAPLAS	USA	5462041	May 8, 2018
Tank Holding Corp.	ENDURAPLAS	USA	4349748	June 11, 2013
Tank Holding Corp.	ENGINEERED FOR ENDURANCE	USA	5462044	May 8, 2018
Tank Holding Corp.	FIELD BOSS	USA	5868142	September 24, 2019
Tank Holding Corp.	FUEL BOSS	USA	5462042	May 8, 2018
Tank Holding Corp.	ICE MASTER	USA	5687276	February 26, 2019
Tank Holding Corp.	ICE MASTER SYSTEMS	USA	5776554	June 11, 2019
Tank Holding Corp.	LAND CHAMP	USA	5462043	May 8, 2018
Tank Holding Corp.	LIQUID MASTER	USA	5942648	December 24, 2019
Tank Holding Corp.	PRO MASTER	USA	5710931	March 26, 2019
Tank Holding Corp.	SPOT CHIEF	USA	6060327	May 19, 2020
Tank Holding Corp.	SWIFT BLENDER	USA	6423393	July 20, 2021
Tank Holding Corp.	TOW LYNX	USA	5969336	January 21, 2020
Tank Holding Corp.	UNDER BOSS	USA	5687259	February 26, 2019