

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM850742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adam's Polishes, LLC		11/01/2023	Limited Liability Company: COLORADO
B&B Blending LLC		11/01/2023	Limited Liability Company: COLORADO
KOST USA, LLC		11/01/2023	Limited Liability Company: OHIO
Paint Over Rust Holdings LLC		11/01/2023	Limited Liability Company: DELAWARE
Recochem Inc.		11/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS MIDDLE MARKET LENDING CORP II, as collateral agent		
Street Address:	225 West Washington St., 9th Floor		
Internal Address:	c/o Alter Domus (US) LLC		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	3185976	ADAM'S	
Registration Number:	5541117	ADAM'S POLISHES	
Registration Number:	5553886	A ADAM'S POLISHES	
Registration Number:	7177725	CS3	
Registration Number:	5585607	H2O GUARD & GLOSS	
Registration Number:	5217378	SWIRL KILLER	
Registration Number:	5889704	TORQUE DETAIL	
Registration Number:	6598188	JADE	
Registration Number:	6058896	JADE	
Registration Number:	4852102	PURIS	
Registration Number:	3326436	ACHIEVAL	

CH \$1265.00 3185976

Property Type	Number	Word Mark
Registration Number:	3804445	BIOCHILL
Registration Number:	3313915	ANTI-CONSUMPTION ADDITIVE CONTAINS BITTE
Registration Number:	3277022	DEFENDAL
Registration Number:	6937301	EI
Registration Number:	6393787	ENGINE ICE
Registration Number:	6393789	ENGINE ICE HI-PERFORMANCE PRODUCTS
Registration Number:	2230641	KOST
Registration Number:	4396465	TOUGHINAL
Registration Number:	3169808	TOUGHINAL
Registration Number:	2766816	KOSTGARD
Registration Number:	6025567	AMERICAN ICON AUTOMOTIVE FINISHES
Registration Number:	6262445	AMERICAN ICON
Registration Number:	6153943	CONCRETE ARMOR
Registration Number:	3450075	FLOOR ARMOR
Registration Number:	4684703	POR 15
Registration Number:	1276627	POR-15
Registration Number:	3343753	POR 15
Registration Number:	5571129	P.O.R. PRODUCTS
Registration Number:	5571128	P.O.R. PRODUCTS
Registration Number:	6329465	SPRAY WITH PASSION, DEMAND QUALITY, DELI
Registration Number:	2699967	WE KNOW WHAT PERMANENT MEANS!
Registration Number:	5958520	ABSOLUTE ZERO
Registration Number:	5981156	H2BLU
Registration Number:	5981155	H ² BLU
Registration Number:	5958531	HD EXPERT
Registration Number:	5978647	NEVER BURST
Registration Number:	3086010	R RECOCHEM OEM ORIGINAL EQUIPMENT MANUFA
Registration Number:	5923749	R RECOCHEM OEM ORIGINAL EQUIPMENT MANUFA
Registration Number:	5650912	PRO SHIELD OAT CORROSION DEFENSE
Registration Number:	3742531	R ROCOCHEM
Registration Number:	6994069	SOLVABLE
Registration Number:	7137034	TURBO POWER
Registration Number:	2692133	ZIP-STRIP
Serial Number:	90502222	ENGINE ICE ICE WATER
Serial Number:	97635292	HD EXPERT
Serial Number:	88854638	SOLVABLE
Serial Number:	97792452	SOLVABLE
Serial Number:	97751368	WINTERPROOF

Property Type	Number	Word Mark
Serial Number:	97435222	EVX

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	30045.00630
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	11/02/2023

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of November 1, 2023, is made by Adam's Polishes, LLC, a Colorado limited liability company, B&B Blending LLC, a Colorado limited liability company, KOST USA, LLC, an Ohio limited liability company, Paint Over Rust Holdings LLC, a Delaware limited liability company, and Recochem Inc., a Delaware corporation, (each a "Grantor" and collectively, the "Grantors"), in favor of GOLDMAN SACHS MIDDLE MARKET LENDING CORP II as collateral agent (in such capacity, the "Agent") in connection with that certain Credit Agreement, dated as of November 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), ROCKET MIDCO 3, INC., a Delaware corporation ("Holdings"), ROCKET BIDCO, INC., a Delaware corporation (the "Parent Borrower"), RECOCHEM INC., a company governed by the laws of the province of British Columbia (the "Canadian Borrower", and together with the Parent Borrower, the "Borrowers"), the lending institutions from time to time parties thereto (each a "Lender" and, collectively, the "Lenders") and GOLDMAN SACHS MIDDLE MARKET LENDING CORP II, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a U.S. Security Agreement, dated November 1, 2023, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each 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 the 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 Borrowers and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Parent Borrower and/or its Restricted Subsidiaries, the Grantors agree, 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.** Each Grantor hereby grants a lien on and security interest in all of its respective rights, 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 "Intellectual Property Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Intellectual Property 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 Intellectual Property Collateral.
3. **Purpose.** This Agreement has been executed and delivered by the Grantors 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. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Intellectual Property 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first above written.

ADAM'S POLISHES, LLC
B&B BLENDING, LLC
KOST USA, LLC
PAINT OVER RUST HOLDINGS LLC
RECOCHEM INC.
each, as a Grantor

By:  _____
Name: Alain Tanguay
Title: Secretary and Treasurer

GOLDMAN SACHS MIDDLE MARKET LENDING
CORP II, as the Collateral Agent,

By:












Name: Justin Betzen
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Adam's Polishes, LLC	78660147	3185976	ADAM'S
Adam's Polishes, LLC	87823174	5541117	ADAM'S POLISHES
Adam's Polishes, LLC	87751921	5553886	
Adam's Polishes, LLC	97300516	7177725	CS3
Adam's Polishes, LLC	87832631	5585607	H2O GUARD & GLOSS
Adam's Polishes, LLC	87212080	5217378	SWIRL KILLER
Adam's Polishes, LLC	88365709	5889704	
Adam's Polishes, LLC	97766486		TORQUE DETAIL
B&B Blending LLC	88123514	6598188	JADE
B&B Blending LLC	88977437	6058896	JADE
B&B Blending, LLC	86299855	4852102	PURIS
KOST USA, LLC	78670507	3326436	ACHIEVAL
KOST USA, LLC	77712775	3804445	BIOCHILL
KOST USA, LLC	78727362	3313915	
KOST USA, LLC	78670724	3277022	DEFENDAL
KOST USA, LLC	90450731	6937301	
KOST USA, LLC	90190126	6393787	ENGINE ICE
KOST USA, LLC	90502222		ENGINE ICE ICE WATER
KOST USA, LLC	90190137	6393789	

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
KOST USA, LLC	75432022	2230641	KOST
KOST USA, LLC	77901503	4396465	TOUGHINAL
KOST USA, LLC	78568689	3169808	TOUGHINAL
KOST USA, LLC	78148404	2766816	KOSTGARD
Paint Over Rust Holdings LLC	88427418	6025567	
Paint Over Rust Holdings LLC	88327450	6262445	AMERICAN ICON
Paint Over Rust Holdings LLC	88160724	6153943	CONCRETE ARMOR
Paint Over Rust Holdings LLC	77018422	3450075	FLOOR ARMOR
Paint Over Rust Holdings LLC	86329011	4684703	POR 15
Paint Over Rust Holdings LLC	73388425	1276627	POR-15
Paint Over Rust Holdings LLC	78442298	3343753	
Paint Over Rust Holdings LLC	87117589	5571129	
Paint Over Rust Holdings LLC	87117584	5571128	P.O.R. PRODUCTS
Paint Over Rust Holdings LLC	88427412	6329465	SPRAY WITH PASSION, DEMAND QUALITY, DELIVER WITH PRIDE
Paint Over Rust Holdings LLC	76386702	2699967	WE KNOW WHAT PERMANENT MEANS!
Recochem Inc.	87/610,614	5958520	ABSOLUTE ZERO
Recochem Inc.	97/435222		EVX
Recochem Inc.	88/355125	5981156	H2BLU
Recochem Inc.	88/355124	5981155	
Recochem Inc.	87/678,305	5958531	HD EXPERT
Recochem Inc.	97/635,292		HD EXPERT

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Recochem Inc.	87/610,613	5978647	
Recochem Inc.	76/977,997	3086010	
Recochem Inc.	87/495,042	5923749	
Recochem Inc.	87/678339	5650912	
Recochem Inc.	78/533,876	3742531	
Recochem Inc.	88/720,933	6994069	SOLVABLE
Recochem Inc.	88/854638		SOLVABLE
Recochem Inc.	97/792452		SOLVABLE
Recochem Inc.	97/483927	7137034	TURBO POWER
Recochem Inc.	97/751368		WINTERPROOF
Recochem Inc.	76190096	2692133	ZIP-STRIP