

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM858477

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONTROLLED PRODUCTS, LLC		12/05/2023	Limited Liability Company: DELAWARE
CH3 SOLUTIONS, LLC		12/05/2023	Limited Liability Company: GEORGIA
SWISSTRAX, LLC		12/05/2023	Limited Liability Company: GEORGIA
TURF FACTORY DIRECT DISTRIBUTING, LLC,		12/05/2023	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	APOGEM CAPITAL LLC, as administrative agent		
<b>Street Address:</b>	227 WEST MONROE STREET, SUITE 5400		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90572612	SOFTLAWN AUTUMN RYE	
<b>Serial Number:</b>	90572605	SOFTLAWN PRIME RYE	
<b>Serial Number:</b>	90572595	SOFTLAWN FINE RYE	
<b>Serial Number:</b>	97233678	COASTAL HARBOR GOLD	
<b>Serial Number:</b>	90181505	ULTRA BASE	
<b>Serial Number:</b>	87921236	ULTRA BASE FLOOR	
<b>Serial Number:</b>	87885848	BUILDING SMARTER	
<b>Serial Number:</b>	87423865	PUTTING MADE PERFECT	
<b>Serial Number:</b>	87390211	ULTRA BASE MAX	
<b>Serial Number:</b>	87246459	ULTRA FLOOR SYSTEMS	
<b>Serial Number:</b>	86953344	ULTRA COURT SYSTEMS	
<b>Serial Number:</b>	85015095	ULTRA TURF	
<b>Serial Number:</b>	78919630	TOUR LINKS PUTT MASTER	
<b>Serial Number:</b>	78514230	MINILINKS	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Serial Number:	78028940	TOUR LINKS
Serial Number:	77752432	ULTRABASESYSTEMS
Serial Number:	97865064	LEAVE EPOXY IN THE DUST
Serial Number:	88266996	IMPACT MASTER
Serial Number:	86844469	COUNTRY CLUB
Serial Number:	86844467	REAL FEEL GOLF MATS
Serial Number:	86844475	TALLBOY
Serial Number:	86844472	LITTLE CHIPPER
Serial Number:	86844470	FLIP-IT
Serial Number:	86183403	NO BOUNCE
Serial Number:	86183399	TRUE DIVOT ACTION
Serial Number:	86183397	TAKES A REAL TEE
Serial Number:	86183394	SWING DOWN AND THROUGH
Serial Number:	85906440	COUNTRY CLUB ELITE
Serial Number:	85788689	REAL FEEL GOLF MATS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3127018637

**Email:** ipdocket@mayerbrown.com

**Correspondent Name:** William R. Siegel, Mayer Brown LLP

**Address Line 1:** 71 S. Wacker Drive

**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	21689357
<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	12/05/2023

**Total Attachments: 6**

source=10. Apogem\_Controlled Products - Trademark Security Agreement (Executed)#page1.tif

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 5, 2023 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of APOGEM CAPITAL LLC, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to herein.

WHEREAS, CP TURF TOPCO, LLC, a Delaware limited liability company (“Holdings”), CP TURF PARENT, LLC, a Delaware limited liability company (the “Borrower”), the other Persons (as defined therein) party thereto that are designated as a “Credit Party”, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of October 25, 2021 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such

intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security 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. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

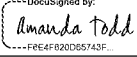
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

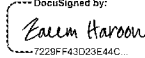
**CONTROLLED PRODUCTS, LLC  
CH3 SOLUTIONS, LLC  
SWISSTRAX, LLC  
TURF FACTORY DIRECT DISTRIBUTING,  
LLC, each as a Grantor**

By:   
Name: Amanda Todd  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 008278 FRAME: 0653**

**APOGEM CAPITAL LLC, as Agent**

By:   
Name: Zaeem Haroon  
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>Registered owner/ Grantor</b>	<b>Trademark</b>	<b>Registration No. or Application No.</b>
Controlled Products, LLC	SOFTLAWN AUTUMN RYE	RN: 7037739 SN: 90572612
Controlled Products, LLC	SOFTLAWN PRIME RYE	RN: 7037738 SN: 90572605
Controlled Products, LLC	SOFTLAWN FINE RYE	RN: 7037737 SN: 90572595
Controlled Products, LLC	COASTAL HARBOR GOLD	RN: N/A SN: 97233678
CH3 Solutions, LLC	ULTRA BASE	RN: 6570702 SN: 90181505
CH3 Solutions, LLC	ULTRA BASE FLOOR	RN: 5695204 SN: 87921236
CH3 Solutions, LLC	BUILDING SMARTER	RN: 5810201 SN: 87885848
CH3 Solutions, LLC	PUTTING MADE PERFECT	RN: 5466050 SN: 87423865
CH3 Solutions, LLC	ULTRA BASE MAX	RN: 5465954 SN: 87390211
CH3 Solutions, LLC	ULTRA FLOOR SYSTEMS	RN: 5366181 SN: 87246459
CH3 Solutions, LLC	ULTRA COURT SYSTEMS	RN: 5210592 SN: 86953344
CH3 Solutions, LLC	ULTRA TURF	RN: 3960885 SN: 85015095
CH3 Solutions, LLC	TOUR LINKS PUTT MASTER	RN: 3667919 SN: 78919630
CH3 Solutions, LLC	MINILINKS	RN: 3240438

Registered owner/ Grantor	Trademark	Registration No. or Application No.
		SN: 78514230
CH3 Solutions, LLC	TOUR LINKS	RN: 2596050 SN: 78028940
CH3 Solutions, LLC	ULTRABASESYSTEMS	RN: 3826591 SN: 77752432
Swisstrax, LLC	LEAVE EPOXY IN THE DUST	SN: 97865064
Turf Factory Direct Distributing, LLC	IMPACT MASTER	RN: 6234394 SN: 88266996
Turf Factory Direct Distributing, LLC	COUNTRY CLUB	RN: 5498232 SN: 86844469
Turf Factory Direct Distributing, LLC	REAL FEEL GOLF MATS	RN: 5149050 SN: 86844467
Turf Factory Direct Distributing, LLC	TALLBOY	RN: 5149053 SN: 86844475
Turf Factory Direct Distributing, LLC	LITTLE CHIPPER	RN: 5149052 SN: 86844472
Turf Factory Direct Distributing, LLC	FLIP-IT	RN: 5149051 SN: 86844470
Turf Factory Direct Distributing, LLC	NO BOUNCE	RN: 4894124 SN: 86183403
Turf Factory Direct Distributing, LLC	TRUE DIVOT ACTION	RN: 4894123 SN: 86183399
Turf Factory Direct Distributing, LLC	TAKES A REAL TEE	RN: 4894122 SN: 86183397
Turf Factory Direct Distributing, LLC	SWING DOWN AND THROUGH	RN: 4894121 SN: 86183394
Turf Factory Direct Distributing, LLC	COUNTRY CLUB ELITE	RN: 4497140 SN: 85906440
Turf Factory Direct Distributing, LLC	REAL FEEL GOLF MATS	RN: 4971265 SN: 85788689

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RECORDED: 12/05/2023

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