

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Sierra Company LLC		10/03/2017	Limited Liability Company: MINNESOTA
SureCrete LLC		10/03/2017	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Name:	Freeport Financial Partners LLC, as Agent
Street Address:	200 South Wacker Dr., Suite 750
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4137896	HYDROMAX
Registration Number:	4066939	AIRMAX
Registration Number:	2340593	TK
Registration Number:	2325978	TRI-KOTE
Registration Number:	2533259	SIERRA
Registration Number:	3740624	XTREME SERIES
Registration Number:	5253000	SURECRETE
Registration Number:	2458490	SC SURECRETE DESIGN PRODUCTS

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.digrande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

ATTORNEY DOCKET NUMBER:	7213.039
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	10/11/2017
Total Attachments: 5 source=Sierra - Trademark Security Agreement#page1.tif source=Sierra - Trademark Security Agreement#page2.tif source=Sierra - Trademark Security Agreement#page3.tif source=Sierra - Trademark Security Agreement#page4.tif source=Sierra - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2017, is made by The Sierra Company LLC, a Minnesota limited liability company and SureCrete LLC, a Minnesota limited liability company (collectively, the "Grantors" and each a "Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Obligors and the Lenders from time to time party thereto and Freeport, as Agent for the Secured Parties, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 3, 2017 in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Guaranty and Security Agreement, as applicable.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all intellectual property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall govern in the event of a conflict with the terms hereof.

4. Liability. Neither Agent nor any Lender shall assume any responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and intellectual property licenses subject to a security interest hereunder.


5. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. Receipt by telecopy or electronic mail of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page. This Trademark Security Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

THE SIERRA COMPANY LLC, as a Grantor

By: 
Name: Kory Kutchmarek
Title: Treasurer

SURECRETE LLC, as a Grantor

By: 
Name: Kory Kutchmarek
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS LLC, as Agent

By: 

Name: Matthew Gerdes

Title: Managing Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
HYDROMAX	85308028	Registered	4137896	5/8/12	The Sierra Company LLC
AIRMAX	85308029	Registered	4066939	12/6/11	The Sierra Company LLC
TK	75625508	Registered	2340593	4/11/00	The Sierra Company LLC
TRI-KOTE	75618448	Registered	2325978	3/7/00	The Sierra Company LLC
SIERRA	75618447	Registered	2533259	1/29/02	The Sierra Company LLC
XTREME SERIES	77430831	Registered	3740624	1/19/10	SureCrete LLC
SURECRETE	76719915	Registered	5253000	8/1/17	SureCrete LLC
SC SURECRETE DESIGN PRODUCTS	75803130	Registered	2458490	6/5/01	SureCrete LLC ¹

2. TRADEMARK APPLICATIONS

None

3. MATERIAL INTELLECTUAL PROPERTY LICENSES

None

¹ Immediately following the closing of the Credit Agreement, SureCrete Design Products, Inc. assigned its interests in Trademarks 3740624, 5253000, and 2458490 to SureCrete LLC.