

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pharos Marine Automatic Power, Inc.		12/31/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Toxaway Holdings, LLC		
Street Address:	2970 Peachtree Road, Ste. 510		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3029842	STABRITE	
CORRESPONDENCE DATA			
Fax Number:	4048538806		
<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:	404.853.8000		
Email:	juliemurphy@eversheds-sutherland.com		
Correspondent Name:	Eversheds Sutherland (US) LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	92732-0001		
NAME OF SUBMITTER:	Alex Brown		
SIGNATURE:	/Alex Brown/		
DATE SIGNED:	06/04/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2018 (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, this “Agreement”), is made by each of the signatories hereto (the “Grantors”) in favor of TOXAWAY HOLDINGS, LLC, a Georgia limited liability company (“TH”) having its principal place of business at 2970 Peachtree Road, Suite 510, Atlanta, GA 30305, as administrative and collateral agent (in such capacity “Agent”) for the Secured Parties (as defined in the Facility Agreement defined below).

WHEREAS, pursuant to that certain OMNIBUS AMENDED AND RESTATED CREDIT FACILITY, dated as of December 31, 2018, (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the “Facility Agreement”), made by and among TOXAWAY ACQUISITION COMPANY, a Georgia corporation, as borrower (“Borrower”), the Agent, and the lenders from time to time party hereto, as lenders (“Lenders”), the Lenders have agreed to amend and restate the Existing Facilities upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantors and the other grantors thereunder have executed and delivered that certain OMNIBUS AMENDED AND RESTATED SECURITY AGREEMENT, dated as of the date hereof, in favor of the Agent (as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Facility Agreement and Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent a security interest in, inter alia, those Trademarks set forth on Exhibit A: Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Grantors agrees, for the benefit of the Agent, as follows:

1. Grant of Security Interest for Obligations. Each of the Grantors hereby grants a continuing security interest in, all of such Grantor’s right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Exhibit A: Trademarks hereto and all goodwill related thereto) (collectively, the “Trademark Collateral”), to the Agent, 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.

2. 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 Agent 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 Agent thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Each of the Grantors does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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 this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature follows on next page.]

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

PHAROS MARINE AUTOMATIC POWER, INC.

By: Thomas Lamb
Thomas B. Lamb
Chief Executive Officer

EXHIBIT A: TRADEMARKS

TRADEMARKS

<u>Serial No, or Registration No.</u>	<u>Issue or File Date (Renewal Date, if Applicable)</u>	<u>Mark</u>
3,029,842	12/13/05 (12/13/24)	STABRITE

TRADEMARK LICENSES

<u>Serial No, or Registration No.</u>	<u>Owner</u>	<u>Issue or File Date (Renewal Date, If Applicable)</u>	<u>Mark</u>
None			

TRADEMARK APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Mark</u>
None		