

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QCC, LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	222 S. Riverside Plaza		
Internal Address:	31st Floor, MD GRV1A, Attention: John Sassaris		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87808645	IT'S ABOUT TIME...	
Registration Number:	0553916	HYDRAGUIDE	
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>			
Phone:	804.775.1377		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Matthew G. Rosendahl, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Matthew G. Rosendahl		
SIGNATURE:	/Matthew G. Rosendahl/		
DATE SIGNED:	04/01/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 1, 2021, is made by QCC, LLC, a Delaware limited liability company ("Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION ("Lender").

A. Grantor and Lender are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and certain related collateral documents (together with the Credit Agreement, the "Loan Documents"), pursuant to which the Lender has agreed to extend loans and other financial accommodations to Grantor and Grantor has granted to the Lender a security interest in substantially all the assets of Grantor, including all right, title, and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Agreement.

B. Pursuant to the Loan Documents, the Grantor is required to execute and deliver this Agreement to the Lender.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Documents, Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's rights, titles, and interests in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of Grantor, including, without limitation, each trademark and trademark application of Grantor referred to in *Schedule 1* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; provided, however, that this Agreement shall not operate as a grant of security interest, assignment or other right to Lender with respect to any pending United States "intent-to-use" trademark application (in whole or in part) for which an Amendment to Allege Use or a Statement of Use, for all goods and services identified in such application that are subject to such "intent-to-use" basis, has not yet been filed and accepted by the United States Patent and Trademark Office ("USPTO"), so long as and only to the extent such grant would result in the forfeiture of Grantor's rights in such "intent-to-use" trademark application (and further provided that when an Amendment to Allege Use or Statement of Use, for all goods and services identified in such application that are subject to such "intent-to-use" basis, has been filed and accepted by the USPTO, then such application shall cease to be exempted from this Agreement);
- (2) each trademark license of Grantor, including, without limitation, each trademark license of Grantor listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1* annexed hereto and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

QCC, LLC, a Delaware limited liability company

By: James N. Hallene
Name: James N. Hallene
Title: Manager

James N. Hallene

[Signature Page to Trademark Security Agreement]

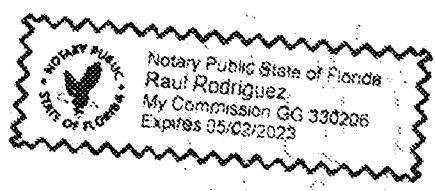
TRADEMARK
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STATE OF Florida)
) ss
COUNTY OF Collier)

On this 27th day of March 2021, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated officer of QCC, LLC and who executed the above instrument; and that he/she signed his/her name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



[Trademark Security Agreement]

Acknowledged:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: *Kati Behrens*
Name: Kati Behrens
Title: Vice President

[Signature Page to Trademark Security Agreement]

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SCHEDULE 1

Trademarks, Trademark Applications, and Trademark Licenses

Grantor	Mark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
QCC, LLC	IT'S ABOUT TIME...		87808645		February 23, 2018	
	HYDRAGUIDE		71604965	553916	October 16, 1950	January 22, 1952

Customers routinely grant temporary intellectual property licenses to the Grantor, so that the Grantor can render services to such customers.