

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459287

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kwik Tek Inc. | | 01/23/2018 | Corporation: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | LBC Credit Agency Services, LLC, as Agent | | |
| Street Address: | 103 Foulk Road, Suite 213 | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19803 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4208457 | WATERMAT | |
| Registration Number: | 4603171 | TOW BOGGAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637806 | | |
| <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: | 312-863-7198 | | |
| Email: | nancy.brougher@goldbergkohn.com | | |
| Correspondent Name: | Nancy Brougher, Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 East Monroe Street, Suite 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 6030.091 | | |
| NAME OF SUBMITTER: | Nancy Brougher | | |
| SIGNATURE: | /njb/ | | |
| DATE SIGNED: | 01/24/2018 | | |
| Total Attachments: 5 | | | |
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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(Kwik Tek Inc.)**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Agreement") is between Kwik Tek Inc., a Colorado corporation (the "Debtor"), and LBC Credit Agency Services, LLC, in its capacity as Agent (the "Secured Party"), and is executed pursuant to that certain Credit Agreement, dated as of January 13, 2017, among the Debtor, the other Loan Parties (as defined in the Credit Agreement) party thereto, and the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to that certain Pledge and Security Agreement, dated as of January 13, 2017, between the Debtor, the other Loan Parties and the Secured Party (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

In connection with the Security Agreement, Debtor and Secured Party entered into that certain Trademark Security Agreement dated as of January 13, 2017 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Trademark Security Agreement); and

Since the date of execution of the Trademark Security Agreement, Debtor has acquired interests in additional Trademarks and the parties hereto desire to amend the Trademark Security Agreement as set forth herein.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. Schedule 1 to the Trademark Security Agreement is hereby amended by supplementing Schedule 1 to the Trademark Security Agreement to include the information set forth on Schedule 1 attached hereto.

2. Miscellaneous.

- a. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

- b. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[signature page follows]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 23 day of January, 2018.

DEBTOR:

KWIK TEK INC.

By: 
Name: Aaron F. Kramer
Title: President

SECURED PARTY:

LBC CREDIT AGENCY SERVICES, LLC

By: 

Name: David E. Fralimow

Title: Senior Vice President

Schedule 1
to
First Amendment to Trademark Security Agreement

Trademarks

| Mark | Status | Serial No. | Registration No. | Filing Date | Registration Date | Owner |
|------------|--------|------------|------------------|-------------|-------------------|-------|
| WATERMAT | Live | 85048294 | 4208457 | 5/26/10 | 9/18/12 | KT |
| TOW BOGGAN | Live | 86102686 | 4603171 | 10/27/13 | 9/9/14 | KT |

¹ KT = Kwik Tek Inc.