

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STORMTRAP LLC		12/10/2018	Limited Liability Company: ILLINOIS
FRESH CREEK TECHNOLOGIES, LLC		12/10/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent
Street Address:	c/o Monroe Capital LLC 311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2804485	DOUBLETRAP
Registration Number:	2804486	SINGLETRAP
Registration Number:	5392286	ST
Registration Number:	5392285	ST STORMTRAP
Registration Number:	2731621	STORMTRAP
Registration Number:	4463084	FLOOD GUARD
Registration Number:	2512131	NETTING TRASHTRAP
Registration Number:	4328787	PUMPGUARD
Registration Number:	4172691	SITESAVER
Registration Number:	5278433	TRASHTRAP
Registration Number:	4153787	TELNET

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

TRADEMARK

Correspondent Name: Mia Ramic King & Spalding LLP
Address Line 1: 1180 Peachtree Street, N.E.
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 23772.515002

NAME OF SUBMITTER: /S/ MIA RAMIC

SIGNATURE: /S/ MIA RAMIC

DATE SIGNED: 12/10/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of December 10, 2018, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or 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 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest

in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

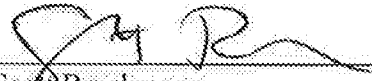
“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of Illinois.

“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

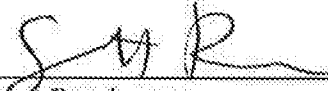
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

STORMTRAP LLC,
an Illinois limited liability company,
as a Grantor

By: 
Name: Scott Bruckmann
Title: Authorized Signatory

FRESH CREEK TECHNOLOGIES, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Scott Bruckmann
Title: Authorized Signatory

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006497 FRAME: 0563

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

STORMTRAP LLC,
an Illinois limited liability company,
as a Grantor

By: _____
Name: _____
Title: _____

FRESH CREEK TECHNOLOGIES, LLC,
a Delaware limited liability company,
as a Grantor

By: _____
Name: _____
Title: _____



Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By:  _____
Name: Gerry Burrows
Title: Managing Director

SCHEDULE 1

TRADEMARK COLLATERAL

<u>Trademark</u>	<u>Registration No. or Application No.</u>	<u>Country</u>	<u>Owner</u>
DOUBLETRAP	2,804,485	US	StormTrap
SINGLETRAP	2,804,486	US	StormTrap
ST & Design 	5,392,286	US	StormTrap
ST STORMTRAP & Design 	5,392,285	US	StormTrap
STORMTRAP	2,731,621	US	StormTrap
FLOOD GUARD	4,463,084	US	Fresh Creek
NETTING TRASHTRAP	2,512,131	US	Fresh Creek
PUMP GUARD	4,328,787	US	Fresh Creek
SITESAVER	4,172,691	US	Fresh Creek
TRASHTRAP	5,278,433	US	Fresh Creek
TELNET	4,153,787	US	Fresh Creek