

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529405

|   |                                    |                          |                       |
|---|------------------------------------|--------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                     |                          |                       |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                  |                          |                       |
| <b>CONVEYING PARTY DATA</b>   |                                    |                          |                       |
| <b>Name</b>   | <b>Formerly</b>                    | <b>Execution Date</b>    | <b>Entity Type</b>    |
| Drew Marine USA, Inc.   |                                    | 06/26/2019               | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                    |                          |                       |
| <b>Name:</b>  | Adams Street Credit Advisors LP    |                          |                       |
| <b>Street Address:</b>  | One North Wacker Drive, Suite 2200 |                          |                       |
| <b>City:</b>  | Chicago                            |                          |                       |
| <b>State/Country:</b>   | ILLINOIS                           |                          |                       |
| <b>Postal Code:</b>   | 60606                              |                          |                       |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE      |                          |                       |
| <b>PROPERTY NUMBERS Total: 12</b>   |                                    |                          |                       |
| <b>Property Type</b>  | <b>Number</b>                      | <b>Word Mark</b>         |                       |
| <b>Registration Number:</b>   | 1054326                            | AMERFLON                 |                       |
| <b>Registration Number:</b>   | 1754734                            | AMEROX                   |                       |
| <b>Registration Number:</b>   | 4471075                            | DREW MARINE              |                       |
| <b>Registration Number:</b>   | 4689220                            | DREW MARINE CREW CARE    |                       |
| <b>Registration Number:</b>   | 2049903                            | DREWFRESH                |                       |
| <b>Registration Number:</b>   | 1049319                            | FERROFILM                |                       |
| <b>Registration Number:</b>   | 1942188                            | THE SUPERIOR ALTERNATIVE |                       |
| <b>Registration Number:</b>   | 1023652                            |                          |                       |
| <b>Registration Number:</b>   | 1020850                            |                          |                       |
| <b>Registration Number:</b>   | 1020870                            |                          |                       |
| <b>Registration Number:</b>   | 1025522                            |                          |                       |
| <b>Registration Number:</b>   | 1510565                            | MAGNAKOTE                |                       |
| <b>CORRESPONDENCE DATA</b>  |                                    |                          |                       |
| <b>Fax Number:</b>  | 4155911400                         |                          |                       |
| <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> |                                    |                          |                       |
| <b>Phone:</b>   | 4155911000                         |                          |                       |
| <b>Email:</b>   | achan@winston.com                  |                          |                       |
| <b>Correspondent Name:</b>  | David A. Valk, Esq.                |                          |                       |
| <b>Address Line 1:</b>  | 200 Park Avenue                    |                          |                       |
| <b>TRADEMARK</b>  |                                    |                          |                       |

CH \$315.00 1054326

**Address Line 2:** Winston & Strawn LLP  
**Address Line 4:** New York, NEW YORK 10166

**ATTORNEY DOCKET NUMBER:** 003287.00039

**NAME OF SUBMITTER:** David A. Valk

**SIGNATURE:** /David A. Valk/

**DATE SIGNED:** 06/26/2019

**Total Attachments: 3**

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**GRANT OF A SECURITY INTEREST --TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 26, 2019, by Drew Marine USA, Inc., a Delaware corporation ("Grantor"), in favor of ADAMS STREET CREDIT ADVISORS LP, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June 26, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the 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.

GRANTOR:

DREW MARINE USA, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Frank J. Monteiro

Title: Chief Executive Officer

[Drew Marine - Signature Page to Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006679 FRAME: 0187**

**Schedule A**

**TRADEMARKS**

| <b>Mark</b>                    | <b>Country</b> | <b>Registration<br/>Number (or, if not available,<br/>Application Number)</b> | <b>Status</b> | <b>Registered and<br/>Current Owner</b> |
|--------------------------------|----------------|---|---------------|---|
| AMERFLON                       | USA            | 1054326   | Registered    | Drew Marine<br>USA, Inc.                |
| AMEROX                         | USA            | 1754734   | Registered    | Drew Marine<br>USA, Inc.                |
| DREW<br>MARINE                 | USA            | 4471075   | Registered    | Drew Marine<br>USA, Inc.                |
| DREW<br>MARINE<br>CREW CARE    | USA            | 4689220   | Registered    | Drew Marine<br>USA, Inc.                |
| DREWFRESH                      | USA            | 2049903   | Registered    | Drew Marine<br>USA, Inc.                |
| FERROFILM                      | USA            | 1049319   | Registered    | Drew Marine<br>USA, Inc.                |
| THE<br>SUPERIOR<br>ALTERNATIVE | USA            | 1942188   | Registered    | Drew Marine<br>USA, Inc.                |
| TRITON Logo                    | USA            | 1023652   | Registered    | Drew Marine<br>USA, Inc.                |
| TRITON Logo                    | USA            | 1020850   | Registered    | Drew Marine<br>USA, Inc.                |
| TRITON Logo                    | USA            | 1020870   | Registered    | Drew Marine<br>USA, Inc.                |
| TRITON Logo                    | USA            | 1025522   | Registered    | Drew Marine<br>USA, Inc.                |
| MAGNAKOTE                      | USA            | 1510565   | Registered    | DREW MARINE<br>USA, INC.                |