

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Composite Technology International, Inc.		07/25/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3865385	JAMBOO	
Registration Number:	4508915	SUPERJAMBS	
Registration Number:	3715807	SUMGUARD	
Registration Number:	5498696	SUPEREXTRIM	
Registration Number:	5498697	SUPEREXDECKING	
Registration Number:	5602208	SUPERINTRIM	
Registration Number:	5498957	SUPERCOMPFRAME	
Registration Number:	5602209	SUPERINTMOULDING	
Registration Number:	5498958	SUMGUARDEX	
Registration Number:	5504730	SUPEREXFRAME	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		

CH \$265.00 3865385

ATTORNEY DOCKET NUMBER:	066397.05.0679
NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	07/26/2019

Total Attachments: 6

source=JPM_CTI - Trademark Security Agreement#page1.tif
source=JPM_CTI - Trademark Security Agreement#page2.tif
source=JPM_CTI - Trademark Security Agreement#page3.tif
source=JPM_CTI - Trademark Security Agreement#page4.tif
source=JPM_CTI - Trademark Security Agreement#page5.tif
source=JPM_CTI - Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of July 25, 2019, by and between **COMPOSITE TECHNOLOGY INTERNATIONAL, INC.**, a California corporation (the “Grantor”), and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the Administrative Agent, the Loan Parties party thereto, and the Lenders, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks and IP Licenses with respect to Trademarks to which it is a party, whether now owned or hereafter acquired (other than Excluded Property), including those referred to on Schedule I (collectively, the “Trademark Collateral”).

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. During the existence of an Event of Default, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

COMPOSITE TECHNOLOGY INTERNATIONAL, INC.,
a California corporation

By: 

Name: J. Griffin Reid


Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 006704 FRAME: 0555

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Philip Bosma
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Composite Technology International, Inc.	JAMBOO	10/10/2010	3,865,385
Composite Technology International, Inc.	SUPERJAMBS	4/8/2014	4,508,915
Composite Technology International, Inc.	SUMGUARD	11/24/2009	3,715,807
Composite Technology International, Inc.	SUPEREXTRIM	6/19/2018	5,498,696
Composite Technology International, Inc.	SUPEREXDECKING	6/19/2018	5,498,697
Composite Technology International, Inc.	SUPERINTRIM	11/6/2018	5,602,208
Composite Technology International, Inc.	SUPERCOMPFRAME	6/19/2018	5,498,957
Composite Technology International, Inc.	SUPERINTMOULDING	11/6/2018	5,602,209
Composite Technology International, Inc.	SUMGUARDEX	6/19/2018	5,498,958
Composite Technology International, Inc.	SUPEREXFRAME	6/26/2018	5,504,730

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Filing Date	Application Serial Number
Composite Technology International, Inc.	MOULDING YOUR PERFECT MOMENTS	10/15/2018	88/155,688
Composite Technology International, Inc.	EVERY QUALITY MOMENT DESERVES A QUALITY PRODUCT	10/15/2018	88/155,695
Composite Technology International, Inc.	FRAMING THE BEST PART OF YOUR DAY	10/15/2018	88/155,702
Composite Technology International, Inc.	PACRIM CEDAR	5/29/2018	87/940,293
Composite Technology International, Inc.	BECAUSE QUALITY MATTERS	10/15/2018	88/155,692
Composite Technology International, Inc.	SUPEREXSIDING	12/5/2016	87/257,897