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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM624136

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J. TECH SALES, L.L.C.		02/02/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST (LONDON) LIMITED		
Street Address:	THIRD FLOOR, 1 KING'S ARMS YARD		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	BANK: UNITED KINGDOM		

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark		
Registration Number:	3301891	CITRUS OLEO		
Registration Number:	5043922	DELIVERING CREATIVE CHEMICAL SOLUTIONS		
Registration Number:	4260925	E-CRYL		
Registration Number:	4260926	E-CRYL		
Registration Number:	4263824	E-CRYL		
Registration Number:	4263825	E-CRYL		
Registration Number:	4223548	EMULSION SYSTEMS		
Registration Number:	4223549	EMULSION SYSTEMS		
Registration Number:	4223550	EMULSION SYSTEMS		
Registration Number:	4223566	EMULSION SYSTEMS		
Registration Number:	5491336	EMULSION SYSTEMS		
Registration Number:	4264295	ES EMULSION SYSTEMS		
Registration Number:	4264296	ES EMULSION SYSTEMS		
Registration Number:	4264297	ES EMULSION SYSTEMS		
Registration Number:	4264681	ES EMULSION SYSTEMS		
Registration Number:	4531953	J. TECH SALES		
Registration Number:	4570725	J. TECH SALES		
Registration Number:	5064249	J-ZYME		

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900594879

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com **Correspondent Name:** SOPHIE ZANDER

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	32285/42
NAME OF SUBMITTER:	SOPHIE ZANDER
SIGNATURE:	/SOPHIE ZANDER/
DATE SIGNED:	02/03/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") dated as of February 2, 2021, by and between J. TECH SALES, L.L.C., a Florida limited liability company (the "Grantor"), and WILMINGTON TRUST (LONDON) LIMITED, in its capacity as Security Agent (in such capacity, together with its successors and assigns in such capacity, the "Security Agent").

WITNESSETH:

WHEREAS, pursuant to the joinder, dated as of the date hereof, between the Grantor and the Security Agent, to that certain Security Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), dated as of December 23, 2020, by and among Barentz International B.V., Meteor Bidco, Inc., Maroon Intermediate Holdings, LLC, CI (Maroon) Holdings, LLC, Maroon Group Canada Holdings LLC, Maroon Group, LLC and the Security Agent, the Security Agent has agreed to make certain financial accommodations available to the Grantor pursuant to the terms and conditions thereof; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent a lien on and security interest in certain Intellectual Property (as defined in the Security Agreement), including the Trademark Collateral (as defined below), of the Grantor, and has agreed as a condition thereof to execute and deliver this Trademark Security Agreement.

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

- 1. <u>Defined Terms</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.01(b) of the Security Agreement, which rules of construction are incorporated herein by reference, *mutatis mutandis*.
- 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby unconditionally grants, collaterally assigns, hypothecates and pledges to the Security Agent a continuing security interest in and lien on all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks (as defined in the Security Agreement), including those Trademarks referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and

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- (d) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.
- 4. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Security Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Security 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. <u>Authorization to Supplement</u>. If the Grantor obtains rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give the Security Agent prompt notice in writing with respect to any such new Trademark or renewal or extension of any Trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Security Agent to unilaterally modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>Recordation</u>. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.
- 7. <u>Counterparts</u>. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by email or other electronic (including in ".pdf" or ".tif" format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
- 8. <u>GOVERNING LAW AND JURY TRIAL WAIVER</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURY TRIAL WAIVER SET FORTH IN <u>SECTIONS 7.09 AND 7.10</u> OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows]

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.

J. TECH SALES, LLC as Grantor

Name: Band 3 WILSEL

Title: Authorized Signatory

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Accepted and Agreed:

WILMINGTON TRUST (LONDON) LIMITED,

as Security Agent

By: __

Name: CANDICE DE REYCK
Title: VICE PRESIDENT

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$\begin{array}{c} \text{SCHEDULE I} \\ \text{to} \\ \\ \text{TRADEMARK SECURITY AGREEMENT} \end{array}$

Trademark Registrations/Applications

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner
CITRUS OLEO	United States	3301891 02-OCT-2007	78771365 12-DEC-2005	J. Tech Sales, LLC
DELIVERING CREATIVE CHEMICAL SOLUTIONS	United States	5043922 20-SEP-2016	86722528 12-AUG-2015	J. Tech Sales, LLC
E-CRYL	United States	4260925 18-DEC-2012	85606901 24-APR-2012	J. Tech Sales, LLC
E-CRYL	United States	4260926 18-DEC-2012	85606951 24-APR-2012	J. Tech Sales, LLC
E-CRYL	United States	4263824 25-DEC-2012	85606971 24-APR-2012	J. Tech Sales, LLC
E-CRYL	United States	4263825 25-DEC-2012	85606991 24-APR-2012	J. Tech Sales, LLC
EMULSION SYSTEMS	United States	4223548 09-OCT-2012	85610525 27-APR-2012	J. Tech Sales, LLC
EMULSION SYSTEMS	United States	4223549 09-OCT-2012	85610553 27-APR-2012	J. Tech Sales, LLC
EMULSION SYSTEMS	United States	4223550 09-OCT-2012	85610587 27-APR-2012	J. Tech Sales, LLC
EMULSION SYSTEMS	United States	4223566 09-OCT-2012	85645440 07-JUN-2012	J. Tech Sales, LLC
EMULSION SYSTEMS	United States	5491336 12-JUN-2018	87664689 30-OCT-2017	J. Tech Sales, LLC
ES EMULSION SYSTEMS	United States	4264295 25-DEC-2012	85620321 09-MAY-2012	J. Tech Sales, LLC
ES EMULSION SYSTEMS	United States	4264296 25-DEC-2012	85620326 09-MAY-2012	J. Tech Sales, LLC
ES EMULSION SYSTEMS	United States	4264297 25-DEC-2012	85620331 09-MAY-2012	J. Tech Sales, LLC
ES EMULSION SYSTEMS	United States	4264681 25-DEC-2012	85645477 07-JUN-2012	J. Tech Sales, LLC
J. TECH SALES	United States	4531953 20-MAY-2014	85876232 14-MAR-2013	J. Tech Sales, LLC
J. TECH SALES	United States	4570725 22-JUL-2014	85876211 14-MAR-2013	J. Tech Sales, LLC
J-ZYME	United States	5064249 18-OCT-2016	86942796 16-MAR-2016	J. Tech Sales, LLC

RECORDED: 02/03/2021

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