

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leaktite Corporation		02/23/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	900 W Trade St.		
Internal Address:	Mail Code: NC1-26-06-09 (MacLegal)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1023279	LEAKTITE	
Registration Number:	4558823	BUCKET COMPANION	
Serial Number:	88219724	THINK OUTSIDE THE BUCKET	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
	<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	02/24/2021		
Total Attachments: 6			
source=Project North - ABL Trademark Security Agreement (Leaktite) (Execution			

OP \$90.00 1023279

Version)_(74831462_1)_#page1.tif

source=Project North - ABL Trademark Security Agreement (Leaktite) (Execution

Version)_(74831462_1)_#page2.tif

source=Project North - ABL Trademark Security Agreement (Leaktite) (Execution

Version)_(74831462_1)_#page3.tif

source=Project North - ABL Trademark Security Agreement (Leaktite) (Execution

Version)_(74831462_1)_#page4.tif

source=Project North - ABL Trademark Security Agreement (Leaktite) (Execution

Version)_(74831462_1)_#page5.tif

source=Project North - ABL Trademark Security Agreement (Leaktite) (Execution

Version)_(74831462_1)_#page6.tif

ABL TRADEMARK SECURITY AGREEMENT (SHORT FORM)

ABL Trademark Security Agreement, dated as of February 23, 2021, by Leaktite Corporation, a Massachusetts corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a ABL U.S. Security Agreement dated as of October 15, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this ABL Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make Loans, the Issuing Banks to issue Letters of Credit and the Qualified Counterparties to enter into and/or maintain Secured Hedge Agreements and/or Secured Cash Management Agreements, the Grantor hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) registered Trademarks and Trademark applications of the Grantor, including those listed on Schedule I attached hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by the foregoing;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement and ABL Intercreditor Agreement. The security interest granted pursuant to this ABL Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this ABL Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative

Agent shall otherwise determine. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of the Grantor under this ABL Trademark Security Agreement.

SECTION 5. Counterparts. This ABL Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this ABL Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this ABL Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

LEAKTITE CORPORATION

By: Kerry McConnell
Name: Kerry McConnell
Title: Chief Financial Officer

[Trademark Security Agreement (Leaktite)]

TRADEMARK
REEL: 007202 FRAME: 0188

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Paula Langridge
Name: Paula Langridge
Title: Senior Vice President

[Trademark Security Agreement (Leaktite)]

TRADEMARK
REEL: 007202 FRAME: 0189

Schedule I
to
ABL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Registrations:

Current Owner	Trademark	Reg. No.	Reg. Date
Leaktite Corporation	LEAKTITE	1,023,279	10-21-1975
Leaktite Corporation	Bucket Companion	4,558,823	7-1-14
Leaktite Corporation	Think Outside The Bucket	App. No. 88219724	(Filed) 12-6-18

Applications:

None.