

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668564

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIDI AQUAGUARD OPERATIONS INC.		08/18/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS AGENT
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4243412	BOOT
Registration Number:	3905960	GLOVE
Registration Number:	4243411	AQUAGUARD BOOT
Registration Number:	3936610	AQUAGUARD GLOVE
Registration Number:	1187320	AQUA GUARD
Registration Number:	4243410	AQUAGUARD BOOT
Registration Number:	3936454	AQUAGUARD GLOVE
Registration Number:	4344330	WATER-SEAL BAND

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 404-443-5647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, Suite 2100

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

OP \$215.00 4243412

ATTORNEY DOCKET NUMBER:	CONO/TIDI-2060236.0111
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser/
DATE SIGNED:	08/18/2021
Total Attachments: 6 source=Covalon Trademar#page1.tif source=Covalon Trademar#page2.tif source=Covalon Trademar#page3.tif source=Covalon Trademar#page4.tif source=Covalon Trademar#page5.tif source=Covalon Trademar#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2021, is made by TIDI AquaGuard Operations Inc. (f/k/a Covalon Technologies AG Ltd.) (the “Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of August 6, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of February 28, 2017, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, as of the date hereof, the Grantor has been joined as a party to the Guaranty and Security Agreement, and pursuant thereto, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to continue making their respective extensions of credit to the Borrowers under the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

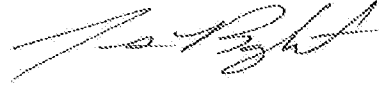
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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.

**TIDI AQUAGUARD OPERATIONS INC.
(F/K/A COVALON TECHNOLOGIES AG
LTD.)**




By: _____

Name: James Rubright

Title: Vice President, Chief Financial Officer and
Secretary

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION, as Agent

By: 
Name: Peter Itz
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Jurisdiction
1.	BOOT 	85478399 11/21/2011	4243412 11/13/2012	TIDI AQUAGUARD OPERATIONS INC.	US
2.	GLOVE 	77954865 03/09/2010	3905960 01/11/2011	TIDI AQUAGUARD OPERATIONS INC.	US
3.	AquaGuard Boot (stylized and/or design) 	8547893 11/21/2011	4243411 11/13/2012	TIDI AQUAGUARD OPERATIONS INC.	US
4.	AquaGuard Glove (stylized and/or design) 	77954879 03/09/2010	3936610 03/29/2011	TIDI AQUAGUARD OPERATIONS INC.	US
5.	AquaGuard	73247470 01/24/1980	1187320 01/26/1982	TIDI AQUAGUARD OPERATIONS INC.	US
6.	AquaGuard Boot	85478388 11/21/2011	4243410 11/13/2012	TIDI AQUAGUARD OPERATIONS INC.	US
7.	AquaGuard Glove	77923465 01/29/2010	3936454 03/29/2011	TIDI AQUAGUARD OPERATIONS INC.	US
8.	Water-Seal Band	85486275 12/02/2011	4344330 05/28/2013	TIDI AQUAGUARD OPERATIONS INC.	US

2. TRADEMARK APPLICATIONS

None.