

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Action Products Marketing, LLC		10/29/2021	Limited Liability Company: DELAWARE
LMK TECHNOLOGIES, LLC		10/29/2021	Limited Liability Company: DELAWARE
Moray Group, LLC		10/29/2021	Limited Liability Company: DELAWARE
Perma-Liner Industries, LLC		10/29/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ADAMS STREET CREDIT ADVISORS LP
Street Address:	One North Wacker Drive, Suite 2700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4869217	CRYSTAL X
Registration Number:	4216209	NAVI LINER
Registration Number:	4044006	LOCATE LINER
Registration Number:	4043999	EXPANDY LINER
Registration Number:	4094278	CENTRI PIPE
Registration Number:	3012720	PERFORMANCE LINER
Registration Number:	2893521	PERMA-LINER
Registration Number:	2774948	LMK
Registration Number:	2774927	LMK
Registration Number:	2663111	T-LINER
Registration Number:	2728791	VAC-A-TEE
Registration Number:	2485102	CON (MIC) SHIELD
Registration Number:	2166658	PERFORMANCE LINER
Registration Number:	2073996	COR+GARD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1924954	PERMACAST
Registration Number:	1731642	PERMAFORM
Registration Number:	5877595	LIGHTRAY
Registration Number:	5877596	LIGHTRAY
Registration Number:	5702982	MORAY
Registration Number:	5702985	MORAY
Registration Number:	4867050	ZERODIG
Registration Number:	5940212	PERMA-LATERAL
Registration Number:	5940213	PERMA-MAIN

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212.969.3666

Email: ypan@proskauer.com

Correspondent Name: Mark Katz

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	30024-026
NAME OF SUBMITTER:	Mark Katz
SIGNATURE:	/Mark Katz/
DATE SIGNED:	10/31/2021

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "***Agreement***"), effective as of October 29, 2021, is made by the persons signatory hereto or hereafter made a party hereto (the "***Grantors***" and each a "***Grantor***"), in favor of ADAMS STREET CREDIT ADVISORS LP, a Delaware limited partnership ("***Adams Street***"), located at One North Wacker Drive, Suite 2700, Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "***Collateral Agent***").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 29, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among WRT Holdco, Inc., a Delaware corporation ("***Holdings***"), as a Guarantor, WRT Parent, Inc., a Delaware corporation ("***Intermediate Holdings***"), as a Guarantor, WATERLINE RENEWAL TECHNOLOGIES, INC., a Delaware corporation (individually and collectively, as the context may dictate, with each other Person that is designated as a Borrower from time to time, "***Borrower***"), certain Subsidiaries of Holdings signatory thereto as Guarantors or hereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a "***Lender***" and, collectively, the "***Lenders***") and Adams Street, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "***Administrative Agent***") and Adams Street, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "***Collateral Agent***"), and together with the Administrative Agent, collectively, the "***Agents***" and each an "***Agent***"), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of October 29, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Security Pledge Agreement***");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

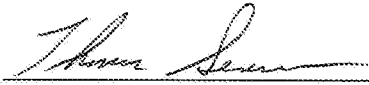
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

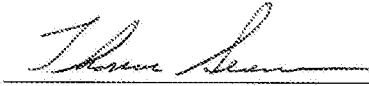
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

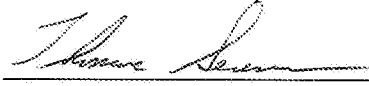
ACTION PRODUCTS MARKETING, LLC,
as a Grantor

By: 
Name: Thomas Serena
Title: Chief Financial Officer


LMK TECHNOLOGIES, LLC, as a Grantor

By: 
Name: Thomas Serena
Title: Chief Financial Officer

MORAY GROUP, LLC, as a Grantor

By: 
Name: Thomas Serena
Title: Chief Financial Officer

PERMA-LINER INDUSTRIES, LLC, as a
Grantor

By: 
Name: Thomas Serena
Title: Chief Financial Officer

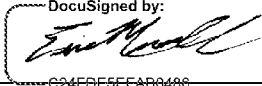
[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007479 FRAME: 0123

ADAMS STREET CREDIT ADVISORS LP,
a Delaware limited partnership,
as Collateral Agent

By: Adams Street Credit Advisors GP LLC,
its general partner


By: Adams Street Partners, LLC, its member

By:  /
Name: Eric R. Mansell
Title: Executive Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
CRYSTAL X	Registered	App 86374646	Reg 4869217	App 22-AUG-2014	Reg 15-DEC-2015	ApmConshield Holdings, Inc.
NAVI LINER	Registered	App 85125179	Reg 4216209	App 08-SEP-2010	Reg 02-OCT-2012	Perma-Liner Industries, LLC (f/k/a PERMA-LINER HOLDINGS, LLC)
LOCATE LINER	Registered	App 85120737	Reg 4044006	App 01-SEP-2010	Reg 25-OCT-2011	Perma-Liner Industries, LLC (f/k/a PERMA-LINER HOLDINGS, LLC)
EXPANDY LINER	Registered	App 85118783	Reg 4043999	App 30-AUG-2010	Reg 25-OCT-2011	Perma-Liner Industries, LLC (f/k/a PERMA-LINER HOLDINGS, LLC)
CENTRI PIPE	Registered	App 85026012	Reg 4094278	App 29-APR-2010	Reg 31-JAN-2012	Action Products Marketing, LLC
PERFORMANCE LINER	Renewed (Registered) Section 2(F)	App 76605834	Reg 3012720	App 04-AUG-2004	Reg 08-NOV-2005	LMK TECHNOLOGIES, LLC
PERMA-LINER	Renewed (Registered)	App 78313134	Reg 2893521	App 14-OCT-2003	Reg 12-OCT-2004	Perma-Liner Industries, LLC (f/k/a PERMA-LINER HOLDINGS, LLC)

Trademark	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
	Renewed (Registered)	App 76438724	Reg 2774948	App 08-AUG-2002	Reg 21-OCT-2003	LMK TECHNOLOGIES, LLC
LMK	Renewed (Registered)	App 76433791	Reg 2774927	App 24-JUL-2002	Reg 21-OCT-2003	LMK TECHNOLOGIES, LLC
T-LINER	Renewed (Registered)	App 76384088	Reg 2663111	App 07-MAR-2002	Reg 17-DEC-2002	LMK TECHNOLOGIES, LLC
VAC-A-TEE	Renewed (Registered)	App 76384089	Reg 2728791	App 07-MAR-2002	Reg 24-JUN-2003	LMK TECHNOLOGIES, LLC
CON (MIC) SHIELD	Renewed (Registered)	App 76113139	Reg 2485102	App 22-AUG-2000	Reg 04-SEP-2001	Action Products Marketing, LLC
PERFORMANCE LINER	Renewed (Registered) Supplemental Register	App 75152787	Reg 2166658	App 19-AUG-1996	Reg 16-JUN-1998	LMK TECHNOLOGIES, LLC
COR+GARD	Renewed (Registered)	App 75147166	Reg 2073996	App 22-JUL-1996	Reg 24-JUN-1997	Action Products Marketing, LLC
PERMACAST	Renewed (Registered)	App 74571101	Reg 1924954	App 08-SEP-1994	Reg 10-OCT-1995	Action Products Marketing, LLC
PERMAFORM	Renewed (Registered)	App 74200007	Reg 1731642	App 03-SEP-1991	Reg 10-NOV-1992	Action Products Marketing, LLC
LIGHTTRAY	Registered	App 88070934	Reg 5877595	August 8, 2018	October 8 th , 2018	Moray Group, LLC

Trademark	Status	Application Number	Registration Number	Application Date	Registration Date	Owner
LIGHTRAY and Design	Registered	App 88070949	Reg 5877596	August 8, 2018	October 8 th , 2018	Moray Group, LLC
MORAY	Registered	App 88070909	Reg 5702982	August 8, 2018	March 19, 2019	Moray Group, LLC
MORAY and Design	Registered	App 88070923	Reg 5702985	August 8, 2018	March 19, 2019	Moray Group, LLC
ZERODIG	Registered	App 86622344	Reg 4867050	May 7, 2015	December 8, 2015	Perma-Liner Industries, Inc.
PERMA-LATERAL	Registered	App 88391206	Reg 5940212	April 18, 2019	December 17, 2019	Perma-Liner Industries, LLC
PERMA-MAIN	Registered	App 88391210	App 5940213	April 18, 2019	December 17, 2019	Perma-Liner Industries, LLC