

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Yosemite Intermediate I, Inc.		12/13/2021	Corporation: DELAWARE
Thetford Corporation		12/13/2021	Corporation: DELAWARE
Norcold, Inc.		12/13/2021	Corporation: DELAWARE
B & B Molders, LLC		12/13/2021	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	Cerberus Business Finance Agency, LLC, as Collateral Agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	6365852	AQUA MAX
Registration Number:	2890097	AQUA CLEAN
Registration Number:	0890735	AQUA-KEM
Registration Number:	0836578	AQUA-MAGIC
Registration Number:	4015936	AQUA-SOFT
Registration Number:	6441975	AQUABIO
Registration Number:	2469370	B&B
Serial Number:	88876008	B&B MOLDERS LLC
Registration Number:	3796599	BATHROOM ANYWHERE
Registration Number:	2840623	BRAVURA
Registration Number:	2744145	BUG BUST
Registration Number:	4759315	CABLE LIFE
Registration Number:	3527469	CAMPA-CHEM
Registration Number:	6365853	CAMPA-FRESH
Registration Number:	1500434	CASSETTE
Registration Number:	4687881	CHAIN LIFE

TRADEMARK

REEL: 007527 FRAME: 0676

900662369

CH \$1165.00 6365852

Property Type	Number	Word Mark
Registration Number:	3321674	EASYFIT
Registration Number:	3386157	ECO SMART
Registration Number:	0896742	ELECTRA MAGIC
Registration Number:	5092509	EXTENDGRIP
Serial Number:	88576274	INDUS
Registration Number:	4675236	MICROFINISH
Registration Number:	5500261	NAUTILUS
Registration Number:	1457331	NORCOLD
Serial Number:	90773930	POLAR
Registration Number:	5814319	POLAR
Registration Number:	5814299	POLAR
Registration Number:	1090262	PORTA POTTI
Serial Number:	88803792	POWERPODS
Registration Number:	5612643	PROFRESH
Registration Number:	4767740	PROTECT ALL
Registration Number:	5418620	PROTECT ALL
Registration Number:	5092508	REVOLVE
Registration Number:	2722202	SANI-CON
Registration Number:	1072178	SLIDE-EZ
Registration Number:	3393438	SMARTTOTE
Registration Number:	6166909	STORMATE
Registration Number:	5523607	TANK BLASTER
Registration Number:	4393111	THETFORD
Registration Number:	1661379	THETFORD
Registration Number:	3763975	THETFORD MARINE
Registration Number:	5046772	TITAN
Registration Number:	6531831	TITUS
Registration Number:	4636325	TOSS-INS
Registration Number:	3335776	ULTRAFOAM
Registration Number:	5500264	

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera, Senior Paralegal

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 12/13/2021

Total Attachments: 12

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GRANT OF A SECURITY INTEREST – TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of December 13, 2021, by Yosemite Intermediate I, Inc., a Delaware corporation, Thetford Corporation, a Delaware Corporation, Norcold, Inc., a Delaware corporation, and B & B Molders, LLC, an Indiana limited liability company (each a “Grantor” and collectively, the “Grantors”), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors have assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantors in, to and under the trademarks, service marks, logos, and other designations of source listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby pledge, convey, sell, assign, transfer and set over unto the Grantee and grants to the Grantee for the benefit of the Grantee and the Secured Parties, a continuing security interest in its respective Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property) to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to its respective Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

YOSEMITE INTERMEDIATE I, INC.

DocuSigned by:

By: _____
Name: Justin Hillenbrand
Title: President

THETFORD CORPORATION

DocuSigned by:

By: _____
Name: Justin Hillenbrand
Title: President

NORCOLD, INC.

DocuSigned by:

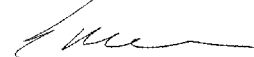
By: _____
Name: Justin Hillenbrand
Title: President

B & B MOLDERS, LLC

DocuSigned by:

By: _____
Name: Justin Hillenbrand
Title: President

CERBERUS BUSINESS FINANCE AGENCY, LLC,
as the Collateral Agent

By:  _____

Name: Eric Miller

Title: Senior Managing Director