

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SePRO Corporation		10/02/2020	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	800 Delaware Ave, 5th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	6107987	ALGAE CORNER	
Registration Number:	6107980	ALGAE CORNER	
Serial Number:	88856517	AQUATICS MADE SIMPLE	
Serial Number:	88953165	CUTLESS	
Serial Number:	88954298	CUTLESS QUICKSTOP	
Serial Number:	90139577	EUTROPHIX	
Serial Number:	90139560	EUTROPHIX	
Serial Number:	90139572	EUTROSORB	
Serial Number:	88854242	REHAB	
Registration Number:	6102178	SEPRO	
Serial Number:	88673325	SONAR INFINITY	
Registration Number:	6100486	SONAR RTU	
Registration Number:	5718018	SOTERIA	
Serial Number:	88854129	WHITECAP	
Registration Number:	5813980	ZIO	
Registration Number:	0576127	CUTRINE	
Registration Number:	0961218	AQUASHADE	
Registration Number:	1016219	SEPTICTRINE	
Registration Number:	1011348	STOCKTRINE	

CH \$1365.00 6107987

Property Type	Number	Word Mark
Registration Number:	1028388	WEEDTRINE
Registration Number:	1256608	ALGIMYCIN
Registration Number:	1822264	NAVIGATE
Registration Number:	1822298	CUTRINE-PLUS
Registration Number:	2073862	AQUASHADOW
Registration Number:	2291413	CUTRINE ULTRA
Registration Number:	2795368	AQUA-PREP
Registration Number:	2743293	NUTRI-SORB
Registration Number:	2638834	
Registration Number:	2846137	BLUE BAYOU
Registration Number:	3143554	PHYCOMYCIN
Registration Number:	3255257	SHORE-KLEAR
Registration Number:	3494135	HARPOON
Registration Number:	3701989	ALGI-CURE
Registration Number:	3477451	SHOREKLEAR-PLUS
Registration Number:	3517527	BACTI-KLEAR
Registration Number:	3517627	HARVESTER
Registration Number:	3867852	NAVITROL
Registration Number:	3986517	AB BRAND AQUATIC ADJUVANT & NON-IONIC SU
Registration Number:	4390359	MARINE BIOCHEMISTS
Registration Number:	4685703	BLUE SPRINGS
Registration Number:	5503268	POND OASIS
Registration Number:	5556181	POND-KLEAR
Registration Number:	5376995	AMP
Registration Number:	1011352	AB
Registration Number:	6866669	OXIMYCIN
Registration Number:	1923170	APPLIED BIOCHEMISTS
Registration Number:	2012167	CLEARIGATE
Registration Number:	5401888	TEARHEALTH
Registration Number:	0540090	
Registration Number:	0105416	
Registration Number:	0105417	
Registration Number:	0105418	
Registration Number:	0105419	
Registration Number:	0105420	

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527792
Email: ipprosecution@orrick.com, vsantos@orrick.com, jgaines@orrick.com
Correspondent Name: Orrick, Herrington & Sutcliffe LLP
Address Line 1: 2050 Main Street, Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	35421.15
NAME OF SUBMITTER:	Juliana Gaines
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	02/21/2023

Total Attachments: 8
source=SePRO - Supplemental Trademark Security Agreement (EXECUTED)#page1.tif
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FIRST SUPPLEMENTAL
TRADEMARK SECURITY AGREEMENT

THIS FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 2, 2020, is made by SePRO Corporation, an Indiana corporation (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 "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 7, 2019 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among SePRO Parent, Inc. ("Holdings"), the Grantor, as the borrower (the "Borrower"), the other Credit Parties, the Lenders, the Swing Lender and the L/C Issuers from time to time party thereto and Capital One, as Administrative Agent and Revolver Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of February 7, 2019, in favor of Administrative Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Trademark Security Agreement, dated as of February 7, 2019 (the "Existing Trademark Security Agreement"); and

WHEREAS, the Grantor is required to execute and deliver this Agreement to the Administrative Agent, for the benefit of the Secured Parties, as a supplement to the Existing Trademark Security Agreement in connection with the First Amendment to Credit Agreement, dated as of October 2, 2020, by and among Holdings, the Borrower, the other Credit Parties party thereto, the Lenders party thereto and the Administrative Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(b) "Trademarks" means all rights, title and interests (and all related IP Ancillary Rights (as defined in the Credit Agreement)) arising under any Requirement of Law (as defined in the Credit Agreement) in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith.

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 Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark listed on Schedule I hereto;
- (b) all renewals and extensions 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 (as defined in the Credit Agreement) 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; Existing Trademark Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and the Existing Trademark Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative 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 and the Existing Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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 6. Governing Law. This 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 Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SEPRO CORPORATION, as Grantor

By: 

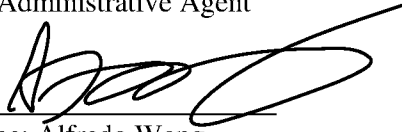
Name: Matt Halverson

Title: Vice President and Secretary

[Signature Page to Supplemental Trademark Security Agreement]

ACKNOWLEDGED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Administrative Agent

By: 

Name: Alfredo Wang


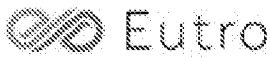
Title: Duly Authorized Signatory

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK
REEL: 007977 FRAME: 0933

SCHEDULE I
TO
FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

REGISTERED U.S. TRADEMARKS AND U.S. TRADEMARK APPLICATIONS

Mark	Class	App. No.	Reg. No.	Owner Name	Status
 Algae Corner	41	<u>88787408</u>	<u>6107987</u>	SEPRO CORPORATION	Registered
ALGAE CORNER	41	<u>88785675</u>	<u>6107980</u>	SEPRO CORPORATION	Registered
AQUATICS MADE SIMPLE	1	<u>88856517</u>		SEPRO CORPORATION	Pending
CUTLESS	1	<u>88953165</u>		SEPRO CORPORATION	Pending
CUTLESS QUICKSTOP	1	<u>88954298</u>		SEPRO CORPORATION	Pending
 Eutro	42	<u>90139577</u>		SEPRO CORPORATION	Pending
EUTROPHIX	42	<u>90139560</u>		SEPRO CORPORATION	Pending
EUTROSORB	1	<u>90139572</u>		SEPRO CORPORATION	Pending
REHAB	1/5	<u>88854242</u>		SEPRO CORPORATION	Pending
SEPRO	1/5	<u>88775083</u>	<u>6102178</u>	SEPRO CORPORATION	Registered
SONAR INFINITY	5	<u>88673325</u>		SEPRO CORPORATION	Pending
SONAR RTU	5	<u>88731415</u>	<u>6100486</u>	SEPRO CORPORATION	Registered
SOTERIA	5	<u>88003964</u>	<u>5718018</u>	SEPRO CORPORATION	Registered

Schedule I

WHITECAP	5	<u>88854129</u>		SEPRO CORPORATION	Pending
ZIO	5	<u>87336506</u>	5813980	SEPRO CORPORATION	Registered
CUTRINE			576127	SEPRO CORPORATION	Registered
AQUASHADE			961218	SEPRO CORPORATION	Registered
SEPTICTRINE			1016219	SEPRO CORPORATION	Registered
STOCKTRINE			1011348	SEPRO CORPORATION	Registered
WEEDTRINE			1028388	SEPRO CORPORATION	Registered
ALGIMYCIN			1256608	SEPRO CORPORATION	Registered
NAVIGATE			1822264	SEPRO CORPORATION	Registered
CUTRINE-PLUS			1822298	SEPRO CORPORATION	Registered
AQUASHADOW			2073862	SEPRO CORPORATION	Registered
CUTRINE ULTRA			2291413	SEPRO CORPORATION	Registered
AQUA-PREP			2795368	SEPRO CORPORATION	Registered
NUTRI-SORB			2743293	SEPRO CORPORATION	Registered
POND CYCLE ARROWS (Design only)			2638834	SEPRO CORPORATION	Registered
BLUE BAYOU			2846137	SEPRO CORPORATION	Registered
PHYCOMYCIN			3143554	SEPRO CORPORATION	Registered

Schedule I

SHORE-KLEAR			3255257	SEPRO CORPORATION	Registered
HARPOON			3494135	SEPRO CORPORATION	Registered
ALGI-CURE			3701989	SEPRO CORPORATION	Registered
SHOREKLEAR-PLUS			3477451	SEPRO CORPORATION	Registered
BACTI-KLEAR			3517527	SEPRO CORPORATION	Registered
HARVESTER			3517627	SEPRO CORPORATION	Registered
NAVITROL			3867852	SEPRO CORPORATION	Registered
AB BRAND AQUATIC ADJUVANT & NON- IONIC SURFACTANT WITH WATER DROP AND LEAF Design			3986517	SEPRO CORPORATION	Registered
MARINE BIOCHEMISTS			4390359	SEPRO CORPORATION	Registered
BLUE SPRINGS			4685703	SEPRO CORPORATION	Registered
POND OASIS & Design			5503268	SEPRO CORPORATION	Registered
POND-KLEAR			5556181	SEPRO CORPORATION	Registered
AMP & Design			5376995	SEPRO CORPORATION	Registered
AB & Design			1011352	SEPRO CORPORATION	Registered
OXIMYCIN			88423236	SEPRO CORPORATION	Pending

Schedule I

APPLIED BIOCHEMISTS			1923170	SEPRO CORPORATION	Registered
CLEARIGATE			2012167	SEPRO CORPORATION	Registered
APPLIED BIOCHEMISTS (State Registration)			5401888	SEPRO CORPORATION	Registered
MARINE BIOCHEMISTS			540090	SEPRO CORPORATION	Registered
MARINE BIOCHEMISTS			105416	SEPRO CORPORATION	Registered
MARINE BIOCHEMISTS			105417	SEPRO CORPORATION	Registered
MARINE BIOCHEMISTS			105418	SEPRO CORPORATION	Registered
MARINE BIOCHEMISTS			105419	SEPRO CORPORATION	Registered
MARINE BIOCHEMISTS			105420	SEPRO CORPORATION	Registered

TRADEMARK LICENSES

1. Trademark License Agreement, dated as of January 1, 2016, by and between Innovative Water Care, LLC (as successor-in-interest to Arch Chemicals, Inc.) and Bio-Systems International Corp.

Schedule I

4148-2774-2248

RECORDED: 02/21/2023

**TRADEMARK
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