

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIVERSITECH CORPORATION		05/19/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BDC, INC., AS COLLATERAL AGENT		
Street Address:	1 AMERICAN LANE		
City:	GREENWICH		
State/Country:	CALIFORNIA		
Postal Code:	06831		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	1151700	CLADLITE	
Registration Number:	1382992	DEVCO	
Registration Number:	1317583	DEVCO	
Registration Number:	3461572	DIVERSITECH	
Registration Number:	3440764		
Registration Number:	3394993	DIVERSITECH	
Registration Number:	3318144	DIVERSITECH	
Serial Number:	86068026	DRAINDAWG	
Serial Number:	86067988	DRAIN KAT	
Registration Number:	2059937	E LITE	
Registration Number:	4251544	EVO-LITE	
Registration Number:	4290165	EVO-SLAB	
Registration Number:	4716572	FLOW PLUS	
Registration Number:	3518347	FOR THE SPORT OF GRILLING	
Registration Number:	4353749	GENPAD	
Serial Number:	86455049	GORILLA TUBE	
Serial Number:	86455107	HIGH RISE PAN	
Registration Number:	3974881	HOCKEY PUCK	
Registration Number:	4251545	MOD-PAD	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3552519	POLYSLAB
Registration Number:	3916703	PRO-FLUSH
Registration Number:	4716571	PRO-TITE
Registration Number:	2784436	PRO-TREAT
Serial Number:	85551011	
Registration Number:	4595725	REHVAC
Registration Number:	4432936	SIMPLEAIR
Registration Number:	4488840	SIMPLEAIR
Serial Number:	86369264	SPEEDICHANNEL
Registration Number:	3017381	THE BLACK PAD
Registration Number:	3076219	THE ORIGINAL GRILL PAD
Serial Number:	86455006	TRIPLE-D
Registration Number:	3272247	ULTRALITE
Registration Number:	4653501	ULTRA PAD
Registration Number:	3111429	WAGNER
Registration Number:	3078996	WAGNER
Registration Number:	3223020	WET SWITCH
Registration Number:	3995534	
Registration Number:	3274792	WHAT'S UNDER YOUR GRILL?
Serial Number:	86455144	WHITE PIPE
Serial Number:	86574559	DIVERSITITE
Serial Number:	86549191	A-1 COMPONENTS
Serial Number:	86549186	A-1 COMPONENTS
Serial Number:	78545658	RESTORZ
Registration Number:	2217995	THE BLACK PAD
Registration Number:	2131314	FLOAT MASTER
Serial Number:	74721174	DUAL DECKER
Registration Number:	1622334	LIGHT-TECH

CORRESPONDENCE DATA

Fax Number: 3105572913

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: 310-557-2900

Email: klathrop@proskauer.com

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2049 CENTURY PARK EAST, STE 3200

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	32868.029
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	05/27/2015

Total Attachments: 11

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT OR ANY SECOND LIEN CLAIMHOLDER (AS DEFINED IN THE INTERCREDITOR AGREEMENT (AS DEFINED BELOW)) HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED MAY 19, 2015 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BMO HARRIS BANK N.A., AS FIRST LIEN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), GOLDMAN SACHS BDC, INC., AS SECOND LIEN AGENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), EACH ADDITIONAL FIRST LIEN REPRESENTATIVE (AS DEFINED IN THE INTERCREDITOR AGREEMENT) AND ADDITIONAL SECOND LIEN REPRESENTATIVE (AS DEFINED IN THE INTERCREDITOR AGREEMENT) FROM TIME TO TIME PARTY THERETO, AND ACKNOWLEDGED BY THE GRANTORS (AS DEFINED THEREIN) AND OTHER PERSONS FROM TIME TO TIME PARTY THERETO. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT WILL CONTROL.

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of May 19, 2015, between the signatory hereto (the "Grantor") in favor of GOLDMAN SACHS BDC, INC., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Second Lien Guarantee and Collateral Agreement, dated as of May 19, 2015 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, United States Copyright Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"):

(a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

(b) (i) All letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 2 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

(c) (i) All copyright rights in any work subject to the copyright laws of the United States, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in the United States, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule 3 hereto.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks, Register of Copyrights of the United States and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

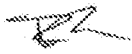
DIVERSITECH CORPORATION

By: 

Name: Raymond Hamilton

Title: Chief Financial Officer

GOLDMAN SACHS BDC, INC.,
as Collateral Agent

By: 
Name: Brendan McGovern
Title: Authorized Signatory

Schedule 1
Trademarks

Trademark	Application Number	Filing Date	Registration Number	Registration Date
CLADLITE	73/221,710	6/29/1979	1,151,700	4/21/1981
DEVCO	73/388,609	9/24/1982	1,382,992	2/18/1986
DEVCO LOGO	73/388,581	9/24/1982	1,317,583	2/5/1985
DIVERSITECH	77/324,922	11/8/2007	3,461,572	7/8/2008
[CHEVRON LOGO] 	78/944,060	8/3/2006	3,440,764	6/3/2008
DIVERSITECH	78/935,734	7/24/2006	3,394,993	3/11/2008
DIVERSITECH LOGO	78/936,733	7/25/2006	3,318,144	10/23/2007
DRAIN DAWG	86/068,026 (Abandoned)	9/18/2013		
DRAINKAT	86/067,988	9/18/2013		
E LITE LOGO	74/715,169	8/14/1995	2,059,937	5/6/1997
EVO-LITE	85/534,228	2/5/2012	4,251,544	11/27/2012
EVO-SLAB	85/533,953	2/3/2012	4,290,165	2/12/2013
FLOW PLUS	86/455,072	11/14/2014	4,716,572	4/7/2015
FOR THE SPORT OF GRILLING	78/848,883	3/29/2006	3,518,347	10/14/2008
GENPAD	85/762,292	10/24/2012	4,353,749	6/18/2013
GORILLA TUBE	86/455,049	11/14/2014		
HIGH RISE PAN	86/455,107	11/14/2014		
HOCKEY PUCK	77/409,748	2/29/2008	3,974,881	6/7/2011
MOD-PAD	85/534,237	2/5/2012	4,251,545	11/27/2012
POLYSLAB	77/090,533	1/24/2007	3,552,519	12/30/2008
PRO-FLUSH	85/061,983	6/14/2010	3,916,703	2/8/2011
PRO-TITE	86/455,015	11/14/2014	4,716,571	4/7/2015
PRO-TREAT	78/199,734	1/3/2003	2,784,436	11/18/2003
RED TANK ON A CONDENSATE PUMP LOGO	85/551,011 (Abandoned)	2/23/2012		
REHVAC	86/058,900	9/9/2013	4,595,725	9/2/2014
SIMPLEAIR	85/361,414	7/1/2011	4,432,936	11/12/2013
SIMPLEAIR LOGO	85/361,428	7/1/2011	4,488,840	2/25/2014
SPEEDICHANNEL	86/369,264	8/18/2014		

Trademark	Application Number	Filing Date	Registration Number	Registration Date
THE BLACK PAD	78/376,466 (Cancelled)	3/1/2004	3,017,381	11/22/2005
THE ORIGINAL GRILL PAD LOGO	78/566,651	2/14/2005	3,076,219	4/4/2006
TRIPLE-D	86/455,006	11/14/2014		
ULTRALITE	78/911,288	6/19/2006	3,272,247	7/31/2007
ULTRA PAD	85/857,213	2/22/2013	4,653,501	12/9/2014
WAGNER	78/546,495	1/12/2005	3,111,429	7/4/2006
WAGNER	78/527,641	12/6/2004	3,078,996	4/11/2006
WET SWITCH	78/903,655	6/8/2006	3,223,020	3/27/2007
WET SWITCH TRADE DRESS	77/525,657	7/18/2008	3,995,534	7/19/2011
WHAT'S UNDER YOUR GRILL? LOGO	78/852,534	4/3/2006	3,274,792	8/7/2007
WHITE PIPE	86/455,144	11/14/2014		
DIVERSITITE	86/574,559	3/24/2015		
A-1 COMPONENTS LOGO	86/549,191	2/27/2015		
A-1 COMPONENTS	86/549,186	2/27/2015		
RESTORZ	78/545,658 (Abandoned)	1/11/2005		
THE BLACK PAD	75/344,836 (Cancelled)	8/21/1997	2,217,995	1/12/1999
FLOAT MASTER	75/151,323 (Cancelled)	8/16/1996	2131314	1/20/1998
DUAL DECKER	74/721,174 (Abandoned)	8/25/1995		
LIGHT-TECH	73/817,649 (Cancelled)	8/7/1989	1,622,334	11/13/1990

Schedule 2

Patents

Title	Application Number	Filing Date	Registration or Publication Number	Registration or Publication Date
BASE FOR EQUIPMENT	08/509,769	8/1/1995	5,664,394	9/9/1997
AC DISCONNECT SWITCH	10/061,663	2/1/2002	6,630,637	10/7/2003
AUTOMATED ARTICLE COVERING METHOD AND APPARATUS	10/835,246	4/29/2004	6,931,822	8/23/2005
AUTOMATED TUCKING PROCESS FOR COVERING A PENETRABLE CORE MATERIAL	11/134,240	5/20/2005	7,334,385	2/26/2008
CAPACITOR HOUSING	29/417,314	4/2/2012	D671,069	11/20/2012
CENTRIFUGAL PUMP WITH COAXIAL INLET AND OUTLET AND LIQUID LEVEL DETECTOR	13/292,294	11/9/2011	8,657,583	2/25/2014
COMPOSITE STRUCTURE WITH WASTE PLASTIC CORE AND METHOD OF MAKING SAME	07/733,632 (Expired)	7/22/1991	5,209,968	5/11/1993
COMPOSITE STRUCTURE WITH WASTE PLASTIC CORE AND METHOD OF MAKING SAME	08/045,597 (Expired)	4/9/1993	5,268,226	12/7/1993
CONDENSATE PUMP	12/192,529	8/15/2008	8,182,243	5/22/2012
CONDENSATE PUMP	12/244,152	10/2/2008	8,602,744	12/10/2013
CONDENSATE PUMP	12/636,825	12/14/2009	8,651,824	2/18/2014
MOLDED EQUIPMENT PAD WITH ARC-SHAPED RIBS	13/874,727	5/1/2013	9,016,653	4/28/2015
EQUIPMENT SUPPORT	29/321,756	7/23/2008	D629,533	12/21/2010
EQUIPMENT SUPPORT PAD	29/339,965	7/10/2009	D608,917	1/26/2010
FILTER FRAME	29/435,810	10/29/2012	D685,898	7/9/2013
FILTER FRAME	29/396,196	6/27/2011	D655,803	3/13/2012
FILTER FRAME	29/396,197	6/27/2011	D655,804	3/13/2012
FILTER FRAME	29/396,203	6/27/2011	D657,859	4/17/2012
FILTER FRAME	29/396,190	6/27/2011	D655,802	3/13/2012
FILTER FRAME	29/396,194	6/27/2011	D657,858	4/17/2012
FILTER FRAME	29/423,111	5/29/2012	D708,729	7/8/2014
FILTER FRAME	29/424,319	6/11/2012	D708,311	7/1/2014
HEATING AND AIR CONDITIONING SERVICE GAUGE	11/743,374	5/2/2007	7,437,941	10/21/2008
HEATING AND AIR CONDITIONING SERVICE GAUGE	12/713,337	2/26/2010	8,069,731	12/6/2011
HEATING AND AIR CONDITIONING SERVICE GAUGE	12/206,958	9/9/2008	7,685,882	3/30/2010
HVAC-R FLUSHING SOLVENT	13/312,175	12/6/2011	8,557,759	10/15/2013

Title	Application Number	Filing Date	Registration or Publication Number	Registration or Publication Date
LIGHT-WEIGHT HIGH-STRENGTH COMPOSITE PAD	08/697,013	8/16/1996	5,728,458	3/17/1998
LIQUID LEVEL DETECTION DEVICE	13/709,227	12/10/2012		
LOCKING MECHANISM FOR REFRIGERANT LINE CAPS	13/551,921	7/18/2012	20140020781	1/23/2014
METHOD AND APPARATUS FOR DISPENSING GAS FROM A GAS FILLED CARTRIDGE	61/846,948 (Expired)	7/16/2013		
APPARATUS FOR DISPENSING GAS FROM A GAS FILLED CARTRIDGE	14/322,290	7/2/2014		
MOLDED EQUIPMENT PAD WITH ARC-SHAPED RIBS	13/874,793	5/1/2013		
MULTI VALUE CAPACITOR	11/202,607	8/12/2005	7,365,959	4/29/2008
PLINTH (US DESIGN 4)	29/299,108	12/19/2007	D590,124	4/7/2009
PLINTH (US DESIGN 5)	29/305,181	3/14/2008	D627,535	11/16/2010
PLINTH (US DESIGN 6)	29/305,187	3/14/2008	D600,874	9/22/2009
PLINTH (US DESIGN 8)	29/325,622	10/3/2008	D600,875	9/22/2009
PLINTHS CONSTRUCTED OF PLASTIC MATERIAL	12/733,356	8/29/2008	8,152,129	4/10/2012
PROCESS FOR DISPERSING A REINFORCING LAYER IN A LAYERED ARTICLE	11/134,846	5/20/2005	7,232,589	6/19/2007
RECTANGULAR PLINTH (US DESIGN 3)	29/298,633	12/10/2007	D590,573	4/14/2009
REINFORCED ARTICLE	10/234,630	9/4/2002	6,927,183	8/9/2005
SAFETY DEVICE FOR MONITORING A CONDUIT	11/673,166	2/9/2007	7,821,411	10/26/2010
SAFETY SWITCH	11/737,243	4/19/2007	7,521,639	4/21/2009
SQUARE PLINTH (US DESIGN 1)	29/298,631	12/10/2007	D590,572	4/14/2009
SQUARE PLINTH (US DESIGN 2)	29/298,632	12/10/2007	D590,123	4/7/2009
SURFACE-SHIELDING SYSTEM FOR USING A HAZARDOUS APPARATUS	10/192,748	7/10/2002	6,874,282	4/5/2005
THREE-DIMENSIONAL FILTER	13/098,091	4/29/2011	8,562,708	10/22/2013
THREE-DIMENSIONAL FILTER	13/624,178	9/21/2012	8,709,320	4/29/2014
TWO-PIECE PLASTIC EQUIPMENT PAD	12/364,260	2/2/2009	7,780,140	8/24/2010
MOTOR STARTING DEVICE	10/798,238	3/11/2004	6,982,539	1/3/2006
CONDENSATE OVERFLOW DETECTION DEVICE	29/465,482	8/28/2013	D713,010	9/9/2014
CONDENSATE OVERFLOW DETECTION DEVICE	14/039,963	9/27/2013	20150090349	4/2/2015
PLINTHS CONSTRUCTED OF PLASTIC METAL	13/442,471	4/9/2012	20130105661	5/2/2013

Title	Application Number	Filing Date	Registration or Publication Number	Registration or Publication Date
PORTABLE DRAIN CLEANING APPARATUS	08/712,192	9/11/1996	5,803,101	9/8/1998
PORTABLE DRAIN CLEANING APPARATUS AND PRESSURIZED GAS CARTRIDGE USABLE THEREWITH	09/083,996 (Expired)	5/26/1998	5,996,597	12/7/1999
MULTI-PIECE NESTABLE EQUIPMENT BASE	10/644,053 (Abandoned)	8/19/2003	20050040308	2/24/2005
REINFORCED ARTICLE MANUFACTURING SYSTEM	11/134,050 (Abandoned)	5/20/2005	20050244531	11/3/2005
PROCESS FOR AUTOMATICALLY TRIMMING AN EXCESS OF CORNER COVERING MATERIAL	11/134,023 (Abandoned)	5/20/2005	20050252606	11/17/2005
LAYERING PROCESS FOR FORMING A REINFORCED ARTICLE	11/134,232 (Abandoned)	5/20/2005	200500269738	12/8/2005
CONDENSATE PUMP	13/177,194 (Abandoned)	7/6/2011	20110262285	10/27/2011
CONDENSATE PUMP	11/277,445 (Abandoned)	3/24/2006	20070224050	9/27/2007
CONDENSATE PUMP	12/190,212 (Abandoned)	8/12/2008	20090053073	2/26/2009
MULTI-VALUE CAPACITOR WITH SAFETY DISCONNECT MECHANISM	12/173,154 (Abandoned)	8/15/2008	20090059463	3/5/2009
LIGHTWEIGHT CONCRETE CLADDED HEAVY EQUIPMENT BASE	06/123,779 (Expired)	2/22/1980	4,505,449	3/19/1985
ROOF WALKWAY PANEL	06/822,435 (Expired)	1/27/1986	4,674,245	6/23/1987
MOTOR START CAPACITOR ASSEMBLY	09/971,296 (Expired)	10/4/2001	6,490,158	12/3/2002

Schedule 3

Copyrights

Title	Registration Date	Registration Number
Diversitech 2006 list price catalog.	10/13/2006	TX0006443275
SpeediChannel1	10/29/2014	VA0001930356