

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440763

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Custom Molded Products, LLC		08/25/2017	Limited Liability Company: DELAWARE
Del Ozone Holding Company, Inc.		08/25/2017	Corporation: CALIFORNIA
Del Industries		08/25/2017	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent
<b>Street Address:</b>	300 S. Wacker Dr.
<b>Internal Address:</b>	Suite 3500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4697382	AQUA EFFECTS
Registration Number:	4462580	BRILLIANT WONDERS
Registration Number:	4593768	AQUAELEMENTS
Registration Number:	5240640	NATURAL WONDERS
Registration Number:	5193197	SMART SYNC
Registration Number:	5112080	POOL DEFENDER
Registration Number:	4794868	CARESSE
Registration Number:	4984099	AIRNETICS
Registration Number:	4984098	AIR X
Registration Number:	4666384	EVERYTHING MATTERS
Registration Number:	4666382	CMP
Registration Number:	4666381	CMP
Registration Number:	4626485	
Registration Number:	5239973	O DEL OZONE SUREPURE PRO SANITIZER
Registration Number:	5076601	RINSEPRO

OP \$640.00 4697382

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5033440	FOOD & WARE SANITIZER
Registration Number:	4056339	GENESIS
Registration Number:	3317814	DEL OZONE
Registration Number:	4245351	
Registration Number:	4203941	SAFE SUSTAINABLE SANITATION
Registration Number:	3981027	DELAQUATICS OZONE SANITATION PROGRAM
Registration Number:	3856538	DELCLEAN
Registration Number:	3226375	DELZONE
Serial Number:	87150022	DELCHECK
Serial Number:	87484704	NEXXUS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3128637141

**Email:** kristen.lange@goldbergkohn.com

**Correspondent Name:** Kristen N. Lange, Paralegal

**Address Line 1:** c/o Goldberg Kohn, Ltd. 55 E. Monroe St.

**Address Line 2:** Suite 3300

**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 7428.022

**NAME OF SUBMITTER:** Kristen N. Lange

**SIGNATURE:** /kristenlange/

**DATE SIGNED:** 08/25/2017

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2017, by CUSTOM MOLDED PRODUCTS, LLC, a Delaware limited liability company, DEL OZONE HOLDING COMPANY, INC., a California corporation and DEL INDUSTRIES, a California corporation ("Grantors" and each individually, a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantors, each as a "Borrower" thereunder, the other "Borrowers" party thereto, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of the Grantors and the other Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor and certain affiliates of each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

CUSTOM MOLDED PRODUCTS, LLC, a Delaware  
limited liability company

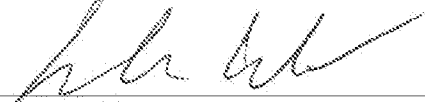
By: 

Name: Gabriel Wood

Title: Secretary

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DEL OZONE HOLDING COMPANY, INC., a  
California corporation

By:   
Name: Gabriel Wood  
Title: Secretary

DEL INDUSTRIES, a California corporation

By: 

Name: Gabriel Wood

Title: Secretary

Signature Page to Trademark Security Agreement

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**TRADEMARK**  
**REEL: 006138 FRAME: 0656**

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,  
as Agent

By: 

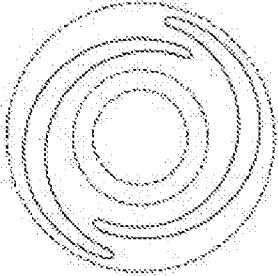
Name: Drew Guyette


Title: Chief Credit Officer



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>DATE</b>	<b>OWNER INFORMATION</b>
AQUA EFFECTS	4697382	3/3/15	Custom Molded Products, LLC
BRILLIANT WONDERS	4462580	1/7/14	Custom Molded Products, LLC
AQUAELEMENTS	4593768	8/26/14	Custom Molded Products, LLC
NATURAL WONDERS	5240640	4/25/17	Custom Molded Products, LLC
SMART SYNC	5193197	4/25/17	Custom Molded Products, LLC
POOL DEFENDER	5112080	1/3/17	Custom Molded Products, LLC
CARESSE	4794868	8/18/15	Custom Molded Products, LLC
AIRNETICS	4984099	6/21/16	Custom Molded Products, LLC
AIR X	4984098	6/21/16	Custom Molded Products, LLC
EVERYTHING MATTERS	4666384	1/6/15	Custom Molded Products, LLC
CMP	4666382	1/6/15	Custom Molded Products, LLC
CMP	4666381	1/6/15	Custom Molded Products, LLC
	4626485	10/21/14	Custom Molded Products, LLC
O DEL OZONE SUREPURE PRO SANITIZER	5239973	7/11/17	Del Ozone Holding Company, Inc.
RINSEPRO	5076601	11/8/16	Del Ozone Holding Company, Inc.
FOOD & WARE SANITIZER	5033440	8/30/16	Del Ozone Holding Company, Inc.
GENESIS	4056339	11/15/11	Del Ozone Holding Company, Inc.
DEL OZONE	3317814	10/23/07	DEL Industries*

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
	4245351	11/20/12	DEL Industries*
SAFE SUSTAINABLE SANITATION	4203941	7/11/12	DEL Industries*
DELAQUATICS OZONE SANITATION PROGRAM	3981027	6/21/11	DEL Industries*
DELCLEAN	3856538	10/5/10	DEL Industries*
DELZONE	3226375	4/10/07	DEL Industries*

\* To be assigned of record from Del Industries, Inc. to DEL Industries.

#### TRADEMARK APPLICATIONS

MARK	SERIAL NUMBER	DATE	OWNER INFORMATION
DELCHECK	87/150022	8/25/16	Del Ozone Holding Company, Inc.
NEXXUS	87/484704	6/12/17	Custom Molded Products, LLC