

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696588

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Recreational Group Holdings, LLC		12/21/2021	Limited Liability Company: GEORGIA
CH3 Solutions, LLC		12/21/2021	Limited Liability Company: GEORGIA
Easy Grass Distributing, LLC		12/21/2021	Limited Liability Company: GEORGIA
Poly-Green Foam Holdings, LLC		12/21/2021	Limited Liability Company: GEORGIA
SwissTrax, LLC		12/21/2021	Limited Liability Company: GEORGIA
Synthetic Grass Pros Distributing, LLC		12/21/2021	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, as administrative agent
Street Address:	227 West Monroe Street, Suite 5400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: ILLINOIS

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	5562169	BASETRAX
Registration Number:	5562168	TRAYTRAX
Registration Number:	5362676	SWISSTRAX RENTAL FLOORING
Registration Number:	4952185	SWEET MAKEOVERS
Registration Number:	4689746	GRAPHICTRAX
Registration Number:	4689745	CARPETRAX
Registration Number:	4693270	TURFTRAX
Registration Number:	4575169	LIGHTRAX
Registration Number:	4575167	DANCETRAX
Registration Number:	4575165	LOGOTRAX

CH \$1440.00 5562169

Property Type	Number	Word Mark
Registration Number:	4575160	FLOORTRAX
Registration Number:	4575157	DIAMONDTRAX
Registration Number:	4635793	SWISSTRAX WORLD'S FINEST MODULAR FLOORIN
Registration Number:	4685514	VINYLTRAX
Registration Number:	4231642	SWISSMATS
Registration Number:	4019204	RIBTRAX
Registration Number:	4019201	COINTRAX
Registration Number:	4019200	SWISSKITS
Registration Number:	4140013	SHOPTRAX
Registration Number:	4242637	RUBBERTRAX
Registration Number:	4184475	DIAMONDTREAD
Registration Number:	4184474	RIBTREAD
Registration Number:	4140012	SHOPTREAD
Registration Number:	4107740	SPORTRAX
Registration Number:	3127880	SWISSTRAX
Registration Number:	3680835	EASYGRASS
Registration Number:	5829449	EASYGRASS BLOCK
Registration Number:	6384661	EASYGRASS
Registration Number:	6384660	EASYIVY
Serial Number:	90530277	EASYIVY
Registration Number:	4815075	SYNTHETIC GRASS PROS
Registration Number:	4815074	SYNTHETIC TURF DEPOT
Registration Number:	4921476	SYNTHETIC GRASS PROS
Registration Number:	4862449	SYNTHETIC TURF DEPOT
Registration Number:	2992340	
Registration Number:	4161273	DURAMULCH
Registration Number:	6070905	ENGINEERED PLAY
Registration Number:	5909637	GET CAUGHT GREEN-HANDED
Registration Number:	5068461	ICECOURT
Registration Number:	5364118	LANMARK DESIGNS
Registration Number:	3777944	ONELAWN
Registration Number:	5411009	PLAY ON COURTS
Registration Number:	6059490	POLYGREEN
Registration Number:	6168752	SOFTRAK
Registration Number:	4974378	SWISS FLEX
Registration Number:	2995065	TOUR GREENS
Registration Number:	2989720	VERSACOURT
Registration Number:	4831186	VERSAGOAL

Property Type	Number	Word Mark
Registration Number:	3210697	VERSALAWN
Registration Number:	4459068	VERSASPORT
Registration Number:	5393135	VIRIDIAN
Registration Number:	5909638	WE GOT CAUGHT GREEN-HANDED
Registration Number:	3863243	XGRASS
Registration Number:	4558647	XGRASS
Registration Number:	6554272	SPEEDWAY
Registration Number:	2323919	SOFTRAK
Serial Number:	90245588	PERFORMX

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: 3127018637

Email: IPDocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: P.O. BOX 2828

Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	21689357
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	12/21/2021

Total Attachments: 5

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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 21, 2021 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of MADISON CAPITAL FUNDING LLC, as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to herein.

WHEREAS, CP TURF TOPCO, LLC, a Delaware limited liability company (“Holdings”), CP TURF PARENT, LLC, a Delaware limited liability company (the “Borrower”), the other Persons (as defined therein) party thereto that are designated as a “Credit Party”, Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of October 25, 2021 (the “Closing Date”) (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor

now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

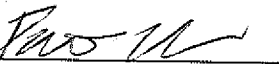
[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

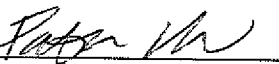
THE RECREATIONAL GROUP HOLDINGS, LLC,
as a Grantor

By: 
Name: Patrick D. Knise
Title: Vice President


CH3 SOLUTIONS, LLC, as a Grantor

By: 
Name: Patrick D. Knise
Title: Vice President

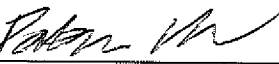
EASY GRASS DISTRIBUTING, LLC, as a Grantor

By: 
Name: Patrick D. Knise
Title: Vice President

POLY-GREEN FOAM HOLDINGS, LLC, as a Grantor

By: 
Name: Patrick D. Knise
Title: Vice President

SWISSTRAX, LLC, as a Grantor

By: 
Name: Patrick D. Knise
Title: Vice President

SYNTHETIC GRASS PROS DISTRIBUTING, LLC,
as a Grantor

By: 
Name: Patrick D. Knise
Title: Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration No. or Application No.
SWISSTRAX, LLC	BASETRAX	5562169
SWISSTRAX, LLC	TRAYTRAX	5562168
SWISSTRAX, LLC	SWISSTRAX RENTAL FLOORING	5362676
SWISSTRAX, LLC	SWEET MAKEOVERS	4952185
SWISSTRAX, LLC	GRAPHICTRAX	4689746
SWISSTRAX, LLC	CARPETTRAX	4689745
SWISSTRAX, LLC	TURFTRAX	4693270
SWISSTRAX, LLC	LIGHTRAX	4575169
SWISSTRAX, LLC	DANCETRAX	4575167
SWISSTRAX, LLC	LOGOTRAX	4575165
SWISSTRAX, LLC	FLOORTRAX	4575160
SWISSTRAX, LLC	DIAMONDTRAX	4575157
SWISSTRAX, LLC	SWISSTRAX WORLD'S FINEST MODULAR FLOORING	4635793
SWISSTRAX, LLC	VINYLTRAX	4685514
SWISSTRAX, LLC	SWISSMATS	4231642
SWISSTRAX, LLC	RIBTRAX	4019204
SWISSTRAX, LLC	COINTRAX	4019201
SWISSTRAX, LLC	SWISSKITS	4019200
SWISSTRAX, LLC	SHOPTRAX	4140013
SWISSTRAX, LLC	RUBBERTRAX	4242637
SWISSTRAX, LLC	DIAMONDTREAD	4184475
SWISSTRAX, LLC	RIBTREAD	4184474
SWISSTRAX, LLC	SHOPTREAD	4140012
SWISSTRAX, LLC	SPORTRAX	4107740
SWISSTRAX, LLC	SWISSTRAX	3127880
EASY GRASS DISTRIBUTING, LLC	EASY GRASS (design)	3680835
EASY GRASS DISTRIBUTING, LLC	EASYGRASS BLOCK	5829449
EASY GRASS DISTRIBUTING, LLC	EASYGRASS	6384661
EASY GRASS DISTRIBUTING, LLC	EASYIVY (037)	6384660
EASY GRASS DISTRIBUTING, LLC	EASYIVY (027)	90530277

SYNTHETIC GRASS PROS DISTRIBUTING, LLC	SYNTHETIC GRASS PROS	4815075
SYNTHETIC GRASS PROS DISTRIBUTING, LLC	SYNTHETIC TURF DEPOT	4815074
SYNTHETIC GRASS PROS DISTRIBUTING, LLC	SYNTHETIC GRASS PROS (design)	4921476
SYNTHETIC GRASS PROS DISTRIBUTING, LLC	SYNTHETIC TURF DEPOT (design)	4862449
CH3 SOLUTIONS, LLC	BLUE DIAMOND (design)	2992340
XGRASS, LLC	DURAMULCH	4161273
XGRASS, LLC	ENGINEERED PLAY	6070905
POLY-GREEN FOAM HOLDINGS, LLC	GET CAUGHT GREEN-HANDED	5909637
CH3 SOLUTIONS, LLC	ICECOURT	5068461
XGRASS, LLC	LANMARK DESIGNS	5364118
XGRASS, LLC	ONELAWN	3777944
THE RECREATIONAL GROUP, LLC	PLAY ON COURTS	5411009
POLY-GREEN FOAM HOLDINGS, LLC	POLYGREEN	6059490
XGRASS, LLC	SOFTRAK	6168752
XGRASS, LLC	SOFTRAK (stylized)	2323919
CH3 SOLUTIONS, LLC	SWISS FLEX	4974378
XGRASS, LLC	TOUR GREENS	2995065
CH3 SOLUTIONS, LLC	VERSACOURT (stylized & in color)	2989720
CH3 SOLUTIONS, LLC	VERSAGOAL	4831186
XGRASS, LLC	VERSALAWN	3210697
CH3 SOLUTIONS, LLC	VERSASPORT	4459068
CH3 SOLUTIONS, LLC	VIRIDIAN	5393135
POLY-GREEN FOAM HOLDINGS, LLC	WE GOT CAUGHT GREEN-HANDED	5909638
XGRASS, LLC	XGRASS	3863243
XGRASS, LLC	XGRASS (design)	4558647
XGRASS, LLC	PERFORMX	90245588
SWISSTRAX, LLC	SPEEDWAY	6554272
XGRASS, LLC	SOFTRAK	2323919