

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KINETICS NOISE CONTROL, INC.		01/17/2020	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as administrative agent		
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5507772	ACOUSTIGRAPHIX	
Registration Number:	5583778	KINETICS NOISE CONTROL	
Registration Number:	3444703	KINETICS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	19612055		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	01/17/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of January 17, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by KINETICS NOISE CONTROL, INC., an Ohio corporation (“Grantor”), in favor of MADISON CAPITAL FUNDING LLC, as administrative agent (in such capacity, “Agent”) for all Lenders party to the Credit Agreement referred to below (“Lenders”). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement referred to below, and if not defined therein, the respective meanings given thereto in the Credit Agreement referred to below.

WHEREAS, Grantor owns the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of March 15, 2019 (as amended, restated, supplemented or modified from time to time, the “Credit Agreement”) among Catalyst Acoustics Group, Inc., a Delaware corporation (f/k/a Sound Seal Group, Inc.) (“Holdings”), Catalyst Acoustics Holdings, Inc., a Delaware corporation (f/k/a Sound Seal Holdings, Inc.) (“Borrower”), Lenders and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of March 15, 2019 (as amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Grantor, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, “Grantee”), Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any “intent-to-use” applications for Trademarks filed under Section 1(b) of the Trademark Act, until such time as such

Grantor begins to use such Trademarks and a statement or declaration of use has been accepted by the United States Patent and Trademark Office);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

For clarity, no security interest is pledged, assigned or granted in any Excluded Property.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Collateral Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to Grantor. At the request of Grantor following any such termination, the Agent shall promptly execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its 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. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

[signature page follows]

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

KINETICS NOISE CONTROL, INC., as Grantor

By: 

Name: Jackson Clay Hunter

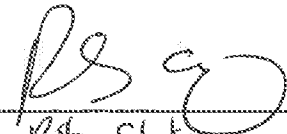
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006840 FRAME: 0949

ACKNOWLEDGED:


MADISON CAPITAL FUNDING LLC, as
Agent

By: 
Name: Rob Skelley
Title: VP

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

Trademark and Service Mark Registrations and Applications Therefor

Owner	Mark	Application Number and Filing Date	Registration Number, Registration Date and Last Renewal Date
Kinetics Noise Control, Inc.	ACOUSTIGRAPHIX	November 22, 2017	5,507,772 July 3, 2018
Kinetics Noise Control, Inc.		September 7, 2017	5,583,778 October 16, 2018
Kinetics Noise Control, Inc.	KINETICS	October 8, 2007	3,444,703 June 10, 2008

Material Unregistered Trademarks and Service Marks

None.