

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SEAKEEPER, INC.		07/17/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIBC Bank USA		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	banking corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3707043	SEAKEEPER	
<b>Registration Number:</b>	6100916	SEAKEEPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124607000		
<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>			
<b>Phone:</b>	312-460-5000		
<b>Email:</b>	slott@seyfarth.com		
<b>Correspondent Name:</b>	Stephen D. Lott		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 8000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	058550-000152		
<b>NAME OF SUBMITTER:</b>	Stephen D. Lott		
<b>SIGNATURE:</b>	/Stephen D. Lott/		
<b>DATE SIGNED:</b>	07/17/2020		
<b>Total Attachments: 9</b>			
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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 17, 2020, by SEAKEEPER, INC., a Delaware corporation (the "Company"; and together with any other Person that becomes a Grantor as provided herein, the "Grantors" and each, a "Grantor"), in favor of CIBC BANK USA, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent").

### **RECITALS**

A. Each Grantor has entered into an Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrowers.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”); provided that in no event shall any security interest be granted with respect to any Excluded Property.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

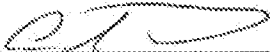
This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall be deemed to be originals.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SEAKEEPER, INC.

By:   
Aaron J. VanGetson  
Vice President

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By: \_\_\_\_\_  
Olga Krasner  
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK**  
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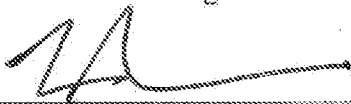
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SEAKEEPER, INC.

By: \_\_\_\_\_  
Aaron J. VanGetson  
Vice President

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By:  \_\_\_\_\_  
Olga Krastner  
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007001 FRAME: 0462**

**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration No.</b>	<b>Status</b>	<b>Owner</b>
SEAKEEPER	United States	78/797,738	3,707,043	Registered	Seakeeper, Inc.
SEAKEEPER (Logo)	United States	88/737,642	6,100,916	Registered	Seakeeper, Inc.

U.S. Trademark Applications

N/A

Non-U.S. Trademark Registrations

<b>Trademark</b>	<b>Country</b>	<b>Application Number</b>	<b>Registration No.</b>	<b>Status</b>	<b>Owner</b>
SEAKEEPER	Argentina	3596838	2999770	Registered	Seakeeper, Inc.
SEAKEEPER	Australia	IR1338386 (WIPO)	IR1338386 (WIPO)	Registered	Seakeeper, Inc.
SEAKEEPER	Brazil	912435836	912435836	Registered	Seakeeper, Inc.
SEAKEEPER	Canada	1815518	TMA1062906	Registered	Seakeeper, Inc.
SEAKEEPER	China	IR1338386 (WIPO)	IR1338386 (WIPO)	Registered	Seakeeper, Inc.
SEAKEEPER	European Union (CTM)	IR1338386 (WIPO)	IR1338386 (WIPO)	Registered	Seakeeper, Inc.
SEAKEEPER	India	IR1338386 (WIPO)	IR1338386 (WIPO)	Registered	Seakeeper, Inc.
SEAKEEPER	Japan	IR1338386 (WIPO)	IR1338386 (WIPO)	Registered	Seakeeper, Inc.
SEAKEEPER	Malaysia	2017000908	2017000908	Registered	Seakeeper, Inc.
SEAKEEPER	Singapore	IR1338386 (WIPO)	IR1338386 (WIPO)	Registered	Seakeeper, Inc.
SEAKEEPER	Taiwan	106014905	1871009	Registered	Seakeeper, Inc.
SEAKEEPER	Turkey	IR1338386 (WIPO)	IR1338386 (WIPO)	Registered	Seakeeper, Inc.
SEAKEEPER	United Arab Emirates	275709	275709	Registered	Seakeeper, Inc.
SEAKEEPER	WIPO	IR1338386	IR1338386	Registered	Seakeeper, Inc.

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration No.</u>	<u>Status</u>	<u>Owner</u>
		(WIPO)	(WIPO)		

Non-U.S. Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Registration No.</u>	<u>Status</u>	<u>Owner</u>
SEAKEEPER (Logo)	Argentina	3903425		Pending	Seakeeper, Inc.
SEAKEEPER (Logo)	Taiwan	109041458		Pending	Seakeeper, Inc.
SEAKEEPER (Logo)	United Arab Emirates	330882		Pending	Seakeeper, Inc.
SEAKEEPER (Logo)	WIPO	A0097333		Pending	Seakeeper, Inc.



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
10/454,905	6973847	GYROSCOPIC ROLL STABILIZER FOR BOATS	Jun 4, 2003	Issued <sup>1</sup>	United States of America	Nov. 23, 2023
11/330,896	7546782	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 12, 2006	Issued	United States of America	Feb. 11, 2027
12/484,501	8117930	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jun 15, 2009	Issued	United States of America	Apr. 5, 2026

U.S. Patent Applications

N/A

Non-U.S. Patent Registrations

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
2007214984	2007214984	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Australia	Jan. 4, 2027
200780007582.4	101443987	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	China	Jan. 4, 2027

<sup>1</sup> Second Reexamination Certificate to be granted in Reexamination No. 90/013,504. Notice of Intent to Issue Reexamination Certificate was mailed on February 8, 2018.

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Germany	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Denmark	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Spain	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Finland	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	France	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	United Kingdom	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Greece	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Iceland	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Italy	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Netherlands	Jan. 4, 2027

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Poland	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Portugal	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Sweden	Jan. 4, 2027
07756280.9	1979708	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Issued	Turkey	Jan. 4, 2027
PI0707129-9	-	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Pending	Brazil	-

Non-U.S. Patent Applications

<u>Application No.</u>	<u>Patent No.</u>	<u>Title</u>	<u>Filing Date</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Expiration Date</u>
PI0707129-9	-	COOLING BEARINGS, MOTORS AND OTHER ROTATING HEAT GENERATING COMPONENTS	Jan 4, 2007	Pending	Brazil	-