

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KISM, LLC		11/02/2020	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4642226	KISM	
<b>Registration Number:</b>	4642376	KISM KI SYSTEM MASTER	
<b>Registration Number:</b>	4642228	KI SYSTEM MASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0524		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		
<b>DATE SIGNED:</b>	11/02/2020		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “Trademark Security Agreement”) dated as of November 2, 2020, is made by KISM, LLC, a Michigan limited liability company, (“**Grantor**”) in favor of Antares Capital, as collateral agent (in such capacity, together with its successors and permitted assigns, “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

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

**WHEREAS**, pursuant to that certain Second Lien Credit Agreement, dated as of November 2, 2020 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Vessco Midco Holdings, a Delaware limited liability company (immediately following the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption “**Borrower**”), VH Buyer, LLC, a Delaware limited liability company (at all times prior to the consummation of the Closing Date Acquisition and effectiveness of the Closing Date Assignment and Assumption, the “**Initial Borrower**” and thereafter, “**Holdings**”), the other Credit Parties party thereto from time to time, Collateral Agent, and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor (other than Borrower) has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of the Closing Date in favor of Collateral Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

**WHEREAS**, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

(1) Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(2) Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

(3) Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Agreements subject to a security interest hereunder.

(4) Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

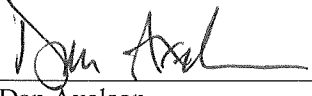
(5) Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**KISM, LLC,**  
a Michigan limited liability company,  
as Grantor

By:   
Name: Dan Axelson  
Title: Vice President

Second Lien Trademark Security Agreement

**TRADEMARK**  
**REEL: 007093 FRAME: 0349**

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Collateral Agent

*Matthew Eaves*

By: \_\_\_\_\_

Name: Matthew Eaves


Title: Duly Authorized Signatory

Second Lien Trademark Security Agreement

**TRADEMARK**  
**REEL: 007093 FRAME: 0350**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
KISM	United States of America	86043000 20-Aug-2013	4642226 18-Nov-2014	Registered	KISM, LLC
KISM KI SYSTEM MASTER and Design 	United States of America	86075678 26-Sep-2013	4642376 18-Nov-2014	Registered	KISM, LLC
KI SYSTEM MASTER	United States of America	86043022 20-Aug-2013	4642228 18-Nov-2014	Registered	KISM, LLC