

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Packard, Inc.		03/17/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Second Lien Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4507664	TITAN FLEX	
Registration Number:	4421645	TORQSTART	
Registration Number:	4366903	TITAN PRO	
Registration Number:	4390512	TITAN HD	
Registration Number:	4390513	TITAN MAX	
Registration Number:	4833689	TITAN ICE	
Registration Number:	5444954	EC MAX	
Registration Number:	5802467	TITAN FORCE	
Registration Number:	6138208	TITAN FX	
Serial Number:	88944331	PACKARD PRO	
Serial Number:	88721245	TITAN FX	
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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		

CH \$290.00 4507664

TRADEMARK

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /s/ Alana Gramer

DATE SIGNED: 03/17/2021

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2021 (the "Second Lien Trademark Security Agreement"), is made by Packard, Inc., a Georgia corporation (the "Grantor"), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the "Second Lien Collateral Agent") for the Secured Parties as defined in the Second Lien Pledge and Security Agreement.

W I T N E S S E T H:

WHEREAS, Icebox Holdings, Inc., a Delaware corporation ("Holdings"), Icebox Merger Sub, Inc., a Delaware corporation (the "Initial Borrower"), which merged with and into DiversiTech Holdings, Inc., a Delaware corporation (such surviving entity, the "Borrower"), certain other Subsidiaries (as defined therein) of Holdings party thereto, the lenders party thereto, the Second Lien Collateral Agent and Royal Bank of Canada, as administrative agent (in such capacity, the "Second Lien Administrative Agent"), entered into that certain Credit and Guaranty Agreement (Second Lien), dated as of June 1, 2017 (as amended by Amendment No. 1 to Credit and Guaranty Agreement (Second Lien), dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement");

WHEREAS, in connection with the Second Lien Credit Agreement, the Initial Borrower, the Borrower, Holdings and certain Subsidiaries of Holdings (other than the Grantor) entered into that certain Second Lien Pledge and Security Agreement, dated as of June 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement") in favor of the Second Lien Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Second Lien Credit Agreement, the Grantor entered into that certain Joinder Agreement, dated as of the date hereof, in favor of the Second Lien Collateral Agent (the "Second Lien Joinder Agreement"), in order to become a party to the Second Lien Pledge and Security Agreement; and

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, the Grantor is required to enter into this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement and (to the extent not defined therein) the Second Lien Credit Agreement. For purposes of this Second Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations

thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar offices in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of the Grantor, any of the foregoing set forth on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks of the Grantor, including, without limitation, the registered and applied-for Trademarks of the Grantor listed on Schedule 1 attached hereto; and

(b) all Proceeds and products of the foregoing;

provided, that in no event shall the Security Interest attach to or the term "Trademark Collateral" include any Excluded Property.

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted concurrently and in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Second Lien Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern.

SECTION 4. Termination. (a) This Second Lien Trademark Security Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the Second Lien Credit Agreement) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.20 of the Second Lien Credit Agreement.

(c) In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second Lien Collateral Agent shall execute and deliver to the Grantor, at the Grantor's expense, all documents and take such further actions that the Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

SECTION 5. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

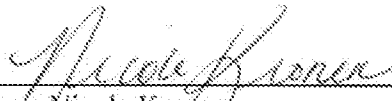
SECTION 6. Counterparts. This Second Lien Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Any signature to this Second Lien Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 7. Relation to First Lien Loan Documents. Notwithstanding anything herein to the contrary, the Lien and Security Interest granted to the Second Lien Collateral Agent pursuant to this Agreement shall be a second priority (subject to the Liens granted pursuant to the First Lien Loan Documents) Lien on and security interest in the Trademark Collateral and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement.

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IN WITNESS WHEREOF, the parties have duly executed this SECOND LIEN
TRADEMARK SECURITY AGREEMENT as of the day and year first above written.


PACKARD, INC., as Grantor

By: 
Name: Nicole Kroner
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
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Acknowledged and accepted:
ROYAL BANK OF CANADA, as
Administrative Agent and as
Collateral Agent

By: 
Name: **Helena Sadowski**
Title: **Manager, Agency**

[Signature Page to Joinder to Credit and Guaranty Agreement (Packard) (Second Lien)]

TRADEMARK
REEL: 007223 FRAME: 0347

TRADEMARKS

Trademark Registrations and Applications

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
Titan Flex	85879143	3/18/2013	4507664	4/1/2024	USA	Packard Inc.
TorQstart	85879122	3/18/2013	4421645	10/22/2013	USA	Packard Inc.
Titan Pro	85630312	5/21/2012	4366903	7/16/2013	USA	Packard Inc.
Titan HD	85630297	5/21/2012	4390512	8/27/2013	USA	Packard Inc.
Titan Max	85630308	5/21/2012	4390513	8/27/2013	USA	Packard Inc.
Titan ICE	86499095	1/8/2015	4833689	10/13/2015	USA	Packard Inc.
EC MAXX	87474501	6/4/2017	5444954	4/10/2018	USA	Packard Inc.
TITAN FORCE	88161799	10/19/2018	5802467	7/9/2019	USA	Packard Inc.
Titan FX	88978367	12/10/2019	6138208	8/25/2020	USA	Packard Inc.
Titan FX	2364986	7/13/2020	2130509	9/8/2020	Mexico	Packard Inc.
Packard Pro	88944331	6/2/2020	N/A	N/A	USA	Packard Inc.
Titan FX	88721245	12/10/2019	N/A	N/A	USA	Packard Inc.

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Country	Record Owner
Titan FX	2031889	6/3/2020	N/A	N/A	Canada	Packard Inc.
Titan FX	47074540	6/9/2020	N/A	N/A	China	Packard Inc.
Titan FX	109038429	6/10/2020	N/A	N/A	Taiwan	Packard Inc.

TRADEMARK

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RECORDED: 03/17/2021