

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646627

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|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bonded Filter Co. LLC | | 05/13/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association | | |
| Street Address: | 500 First Avenue | | |
| Internal Address: | Commercial Loan Service Center/DCC | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4390438 | REPORTLINK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2158325619 | | |
| <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: | 2155695619 | | |
| Email: | pecsenye@blankrome.com | | |
| Correspondent Name: | Timothy D. Pecszenye (074658-21007 ND) | | |
| Address Line 1: | One Logan Square | | |
| Address Line 2: | 8th Floor | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 074658-21007 | | |
| NAME OF SUBMITTER: | Timothy D. Pecszenye | | |
| SIGNATURE: | /Timothy D. Pecszenye/ | | |
| DATE SIGNED: | 05/13/2021 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of this 13th day of May, 2021, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, together with their respective permitted successors and assigns, “**Grantors**” and each individually “**Grantor**”), and PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the below-defined Lenders (PNC, in such capacity, together with its successors and assigns in such capacity, “**Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to that Revolving Credit and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among Bonded Filter Co. LLC, a Delaware limited liability company (“**Bonded Filter**”), Lott Enterprises, Inc., a Mississippi corporation (“**Lott**”, and together with Bonded Filter and each Person joined thereto as a Borrower from time to time, and all of their permitted successors and assigns, each, a “**Borrower**” and collectively, the “**Borrowers**”), BFC SolmeteX LLC, a Delaware limited liability company (“**BFC**”), Performance Filtration Group LLC, a Delaware limited liability company (“**Holdings**”), BFC Holding Company Inc., a Delaware corporation (“**BFC Holding**”, and together with BFC, Holdings and each Person joined thereto as a Guarantor from time to time, and all of their permitted successors and assigns, each, a “**Guarantor**” and collectively, the “**Guarantors**”, and together with the Borrowers, collectively the “**Loan Parties**” and each a “**Loan Party**”), the financial institutions which are now or which hereafter become a party hereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof.

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority 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 (collectively, the “**Trademark Collateral**”):

(a) all of such Grantor’s trademarks, trademark registrations, and trademark applications, all renewals, extensions and continuations of any of the foregoing (collectively, “**Trademarks**”), and licenses to which such Grantor is a party for any of the foregoing (each such license, a “**License**”), and all goodwill associated therewith, including, without limitation,

those referred to on Schedule I hereto, other than any United States intent-to-use trademark application, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (“**USPTO**”) of an amendment to allege use or a statement of use pursuant to 15 U.S.C. Section 1051(c);

(b) the right to use any of the foregoing;

(c) all substitutes, extensions or renewals of and improvements on the foregoing; and

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. **SECURITY FOR OBLIGATIONS.** This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing or any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **CREDIT AGREEMENT.** The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

5. **REGISTRATION/FILING.** This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the USPTO.

6. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall acquire rights, title or interest to any new Trademark Collateral, each Grantor hereby covenants and agrees to deliver to Agent promptly, but in no event later than thirty (30) days after acquiring such new Trademark Collateral, a new Trademark Security Agreement (a “**New Agreement**”) listing all such newly acquired Trademark Collateral on Schedule I thereto, which such New Agreement shall be filed and recorded with the USPTO. Regardless of whether any New Agreement is delivered by Grantors, and without limiting the generality of the provisions of Section 2 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Trademark Collateral shall immediately and automatically upon any Grantor’s acquisition of any right, title and interest therein become part of the Trademark Collateral hereunder. In the event that any

Grantor acquires any such new Trademark Collateral but Grantors fail for whatever reason to promptly execute and deliver a New Agreement to Agent pursuant to this Section 6, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 7 below, to, at any time thereafter, execute in the name of such Grantor an applicable New Agreement with respect to such newly acquired Trademark Collateral and to file the same with the USPTO.

7. POWER OF ATTORNEY. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor a New Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Trademark Collateral and in each case to file or record any such New Agreement or other security agreement or similar document or instrument with the USPTO in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the USPTO in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been paid in full in immediately available funds and satisfied and all of the commitments under the Credit Agreement have been terminated.

8. COUNTERPARTS. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

9. General Terms and Conditions. This Agreement is an Other Document. Section 12.3 (Jury Waiver), Section 16.1 (Governing Law), Section 16.5 (Indemnity) and Section 16.9 (Expenses) of the Credit Agreement are hereby incorporated herein, *mutatis mutandi*.

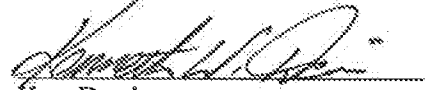
[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTOR:

BONDED FILTER CO. LLC

By:



Name: Ken Davis


Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007291 FRAME: 0381

ACCEPTED AND
ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Matthew Leighton
Title: Vice President

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007291 FRAME: 0382

SCHEDULE I
to
Trademark Security Agreement

Licenses:

None.

Registered Trademarks and Trademark Applications:

| Loan Party | Trademark Title | Application No. (Serial Number) | Date of Application (Filing Date) | Reg. No. | Date of Registration |
|-----------------------|-----------------|------------------------------------|--------------------------------------|----------|----------------------|
| Bonded Filter Co. LLC | REPORTLINK | 85574410 | 3/20/2012 | 4390438 | 8/27/2013 |