

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654788

| | | | |
|---|------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Nucfil, LLC | | 06/18/2021 | Limited Liability Company: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | First Merchants Bank | | |
| Street Address: | 200 East Jackson Street | | |
| City: | Muncie | | |
| State/Country: | INDIANA | | |
| Postal Code: | 47305 | | |
| Entity Type: | Bank: INDIANA | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4959428 | NFT | |
| Registration Number: | 4954854 | SAVY-4000 | |
| Registration Number: | 5421101 | NUCFIL | |
| Registration Number: | 4976696 | EPD | |
| Registration Number: | 4959472 | NFT AUTOMATION | |
| Registration Number: | 4963038 | PARADIGM | |
| Registration Number: | 1481525 | NUCFIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8888295819 | | |
| <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: | 888-829-5817 | | |
| Email: | results-uccteam2@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 208 South LaSalle St. | | |
| Address Line 2: | Suite 814 | | |
| Address Line 4: | Chicago, ILLINOIS 60604 | | |
| NAME OF SUBMITTER: | Melanie A. Fagan | | |
| SIGNATURE: | /Melanie A. Fagan/ | | |

OP \$190.00 4959428

| | |
|---------------------|------------|
| DATE SIGNED: | 06/18/2021 |
|---------------------|------------|

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of June 18, 2021, by **NUCFIL, LLC**, a Colorado limited liability company (the "Grantor"), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305 and its successors and assigns (the "Lender").

RECITALS

A. This Agreement is made in connection with certain loans in the aggregate principal amount not to exceed Twenty-One Million and No/100 Dollars (\$21,000,000.00) (collectively, the "Loan") made by Lender to Grantor and pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, **ALPHA SAFETY INTERMEDIATE, LLC**, a Delaware limited liability company ("Intermediate"), and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by that certain Promissory Note (Term Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Fourteen Million and No/100 Dollars (\$14,000,000.00), that certain Promissory Note (Revolving Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Four Million and No/100 Dollars (\$4,000,000.00), and that certain Promissory Note (Delayed Draw Term Loan) dated as of the date hereof made by Grantor and Intermediate to Lender in the principal amount of Three Million and No/100 Dollars (\$3,000,000.00), together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Notes".

B. Grantor has entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") with Lender pursuant to which certain obligations of Grantor owed to Lender are secured, including without limitation the obligations with respect to the Credit Agreement as evidenced by the Notes.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement, the Notes and the Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to Lender a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

- (1) each trademark registration, trademark application, and trademark license referred to in **Schedule 1** annexed hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications

to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

- (2) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (3) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (4) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security 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 Security Agreement. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon Lender's request. The Grantor further agrees to take any other action reasonably requested by the Lender to insure the attachment, perfection and first priority of, and the ability of the Lender to enforce, the Lender's security interest in any and all of the Collateral, including the Trademark Collateral.

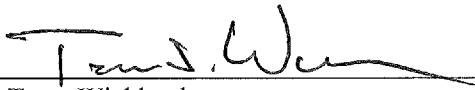
THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

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 this Agreement maintained by the Lender shall be deemed to be originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

NUCFIL, LLC

By: 
Name: Terry Wickland
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (NUCFIL)]

TRADEMARK
REEL: 007330 FRAME: 0623

FIRST MERCHANTS BANK

By: 

Name: Matthew J. Deibel

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (NUCFIL)]

TRADEMARK
REEL: 007330 FRAME: 0624

EXHIBIT A
to TRADEMARK SECURITY AGREEMENT

| <u>Title</u> | <u>Registration Date</u> | <u>Serial #</u> | <u>Registration #</u> |
|----------------|--------------------------|-----------------|-----------------------|
| NFT | 05/17/2016 | 86740565 | 4959428 |
| SAVY-4000 | 05/10/2016 | 86725850 | 4954854 |
| NucFil | 03/13/2018 | 87213667 | 5421101 |
| EPD | 06/14/2016 | 86741100 | 4976696 |
| NFT AUTOMATION | 05/17/2016 | 86741036 | 4959472 |
| PARADIGM | 05/24/2016 | 86728217 | 4963038 |
| NUCFIL | 03./22/1988 | 73642617 | 1481525 |