

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663839

<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>
Nicolon Corporation		07/30/2021	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bayclays Bank Plc, as collateral agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Private Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2286369	GEOFILTER	
<b>Registration Number:</b>	2366769	MIRASLOPE	
<b>Registration Number:</b>	2367722	BASXGRID	
<b>Registration Number:</b>	2779339	MIRAPAVE	
<b>Registration Number:</b>	2837934	MIRATAK	
<b>Registration Number:</b>	3130758	MIRAMESH	
<b>Registration Number:</b>	1886102	GEOCONTAINER	
<b>Registration Number:</b>	1888524	GEOBAG	
<b>Registration Number:</b>	1697689	MIRAGRID	
<b>Registration Number:</b>	1422859	NICOLON	
<b>Registration Number:</b>	1221793	PERMATRON	
<b>Registration Number:</b>	1206221	KONTROL	
<b>Registration Number:</b>	1119313	FILTERWEAVE	
<b>Registration Number:</b>	1001717	MIRAFI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	2129061209		

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**Email:** JESSICA.BAJADA-SILVA@LW.COM  
**Correspondent Name:** LATHAM & WATKINS LLP, C/O JESSICA BAJADA  
**Address Line 1:** 1271 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10020

**ATTORNEY DOCKET NUMBER:** 048012-0096

**NAME OF SUBMITTER:** Jessica Bajada-Silva

**SIGNATURE:** /s/ Jessica Bajada-Silva

**DATE SIGNED:** 07/30/2021

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by NICOLON CORPORATION (“Grantor”) in favor of Barclays Bank PLC, as Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “Collateral Agent”).

WHEREAS, Grantor is party to that certain Pledge and Security Agreement dated as of May 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guarantees), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- a) all United States Trademarks, including those listed on Schedule A hereto,
- b) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- c) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

#### SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use”

trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

### SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

### SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment of the Secured Obligations (other than inchoate indemnification or reimbursement obligations or any Cash Collateralization obligation in respect of Letters of Credit) in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

### SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

Nicolon Corporation, as a Grantor,

By: 

Name: David Leach

Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007371 FRAME: 0494**

ACCEPTED AND ACKNOWLEDGED BY:

BARCLAYS BANK PLC,

as Collateral Agent

By:     *Filippo Crosara*    

Name: Filippo Crosara

Title: Authorised Signatory

SCHEDULE A

Registrations/Application:

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>DATE OF REGISTRATION /APPLICATION</u>
NICOLON CORPORATION	GEOFILTER	2286369	10-12-1999
NICOLON CORPORATION	MIRASLOPE	2366769	07-11-2000
NICOLON CORPORATION	BASXGRID	2367722	07-18-2000
NICOLON CORPORATION	MIRAPAVE	2779339	11-04-2003
NICOLON CORPORATION	MIRATAK	2837934	05-04-2004
NICOLON CORPORATION	MIRAMESH	3130758	08-15-2006
NICOLON CORPORATION	GEOCONTAINER	1886102	03-28-1995
NICOLON CORPORATION	GEOBAG	1888524	04-11-1995
NICOLON CORPORATION	MIRAGRID	1697689	06-30-1992
NICOLON CORPORATION	NICOLON	1422859	12-30-1986
NICOLON CORPORATION	PERMATRON	1221793	12-28-1982
NICOLON CORPORATION	KONTROL	1206221	08-24-1982
NICOLON CORPORATION	FILTERWEAVE	1119313	05-29-1979
NICOLON CORPORATION	MIRAFI	1001717	01-14-1975
NICOLON CORPORATION	NICOLON	1422859	12-30-1986