

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678613

| | | | |
|---|---|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Dudek | | 09/30/2021 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | BMO Harris Bank, N.A. | | |
| Street Address: | 111 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5161382 | | |
| Registration Number: | 5291261 | KERATA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175236850 | | |
| <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: | 617-523-2700 | | |
| Email: | susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com | | |
| Correspondent Name: | Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |
| NAME OF SUBMITTER: | Susan C. DiNicola | | |
| SIGNATURE: | /Susan C. DiNicola/ | | |
| DATE SIGNED: | 10/03/2021 | | |
| Total Attachments: 7 | | | |
| source=BMO - Dudek - IP Security Interest Grant Execution Version_151177755_1#page1.tif | | | |
| source=BMO - Dudek - IP Security Interest Grant Execution Version_151177755_1#page2.tif | | | |
| source=BMO - Dudek - IP Security Interest Grant Execution Version_151177755_1#page3.tif | | | |
| source=BMO - Dudek - IP Security Interest Grant Execution Version_151177755_1#page4.tif | | | |
| source=BMO - Dudek - IP Security Interest Grant Execution Version_151177755_1#page5.tif | | | |

OP \$65.00 5161382

source=BMO - Dudek - IP Security Interest Grant Execution Version_151177755_1#page6.tif

source=BMO - Dudek - IP Security Interest Grant Execution Version_151177755_1#page7.tif

**SECURITY INTEREST GRANT
IN INTELLECTUAL PROPERTY**

This Security Interest Grant in Intellectual Property (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Grant"), is entered into as of September 30, 2021, by **DUDEK**, a California corporation (the "Grantor") in favor of **BMO HARRIS BANK N.A.**, a national banking association (the "Bank"). Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Security Agreement (as defined below).

A. The Grantor and Bank have entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

B. Pursuant to the terms of the Security Agreement, Grantor created in favor of Bank a security interest in, and Bank has become a secured creditor with respect to, all assets of each Grantor, which includes the Intellectual Property Collateral (as defined below); and

C. The Grantor has adopted, used and are using, and holds all right, title and interest in various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants to Bank a security interest in all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Bank with respect to the Intellectual Property Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Security Agreement and this Grant shall be construed in accordance with and governed by the laws of the State of Illinois and Section 12(e) of the Security Agreement shall be incorporated by reference and apply mutatis mutandis herein. Whenever possible, each provision of the Security Agreement and the Grant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Security Agreement or the Grant, shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Security Agreement or the Grant.

This Grant 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant in Intellectual Property to be duly executed by its respective officer as of the date first above written.

GRANTOR:

DUDEK,
a California corporation

By: Christine Moore
Name: Christine Moore
Title: Treasurer and Chief Financial Officer

[Signature Page to Security Interest Grant in Intellectual Property]

TRADEMARK
REEL: 007441 FRAME: 0321

BMO HARRIS BANK N.A.

By: 
Name: Kaitlin Skopec
Its: Vice President

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 007441 FRAME: 0322

Schedule A

Patents and Patent Applications

None.

Schedule B

Trademark and Service Mark Registrations and Applications

| Mark/Name | Application No. | Application Date | Registration No. | Registration Date | Status | Owner Information |
|---|-----------------|-------------------|------------------|--------------------|---------------------|--|
|  | 86127260 | November 22, 2013 | 5161382 | March 14, 2017 | Registered | Dudek (California Corporation) 605 Third Street, Encinitas, CA 92024 United States of America |
| DU MORE | 90875240 | August 10, 2021 | | | Pending Application | Dudek (California Corporation) 605 Third St., Encinitas, California 92024 United States of America |
| KERATA | 86127257 | November 22, 2013 | 5291261 | September 19, 2017 | Registered | Dudek (California Corporation) 605 Third Street, Encinitas, CA 92024 United States of America |

Schedule C

Copyrights

None.