

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682794

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| R.M. Lucas Co. | | 10/21/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BMO HARRIS BANK N.A., as administrative agent and collateral agent | | |
| Street Address: | 111 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90845317 | LUCAS | |
| Registration Number: | 5340217 | POLYPAN | |
| 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: | 2136207848 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | Justine Lu/White & Case LLP | | |
| Address Line 1: | 555 South Flower Street, Suite 2700 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90071 | | |
| ATTORNEY DOCKET NUMBER: | 1785638-0127-S216 | | |
| NAME OF SUBMITTER: | Justine Lu | | |
| SIGNATURE: | /Justine Lu/ | | |
| DATE SIGNED: | 10/21/2021 | | |
| Total Attachments: 5 | | | |
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| source=BMO _ RM Lucas - Trademark Security Agreement (EXECUTED 10_21_21)#page2.tif | | | |
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CH \$65.00 90845317

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 21, 2021, by the undersigned (the "Grantor"), in favor of BMO HARRIS BANK N.A., as administrative agent and collateral agent for the Lenders (in such capacities, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the "Loan Agreement"), dated as of October 21, 2021 and entered into among R.M. Lucas Co., a Delaware corporation ("RM Lucas"), and together with any other Person who becomes a "Borrower" thereunder after the Closing Date with Agent's consent and on terms to be agreed, each a "Borrower" and collectively, the "Borrowers"), R.M. Lucas Acquisition Co., a Delaware corporation ("Holdings"), the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent; and

WHEREAS, pursuant to the Loan Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of itself and 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in all of the Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein shall not include any Excluded Property (as defined in the Security Agreement), including, without limitation, any “intent to use” trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. REPRESENTATIONS AND WARRANTIES. The Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to the Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

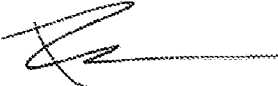
6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

R.M. LUCAS CO.

By:  _____

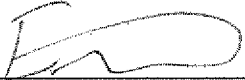
Name: Paul O. Forrer

Title: Vice President & Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: Eric Teubel
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS:

| Owner | Application No. | Filing Date | Reg. No. | Issue Date | Title | Status |
|-------------------|------------------------|----------------------|-----------------|----------------------|--------------|---------------|
| R.M. Lucas Co. | 90845317 | July 23, 2021 | N/A | N/A | LUCAS | Pending |
| R.M. Lucas Co. | 87430965 | April 29, 2017 | 5340217 | November 21, 2017 | POLYPAN | Active |