

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GT Technologies, Inc.		12/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Great Rock Capital Partners Management, LLC, as Agent		
Street Address:	285 Riverside Avenue		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2433987	COMPLEX CROWN	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	047052.000005		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	12/03/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), entered into as of December 3, 2021, is made by GT Technologies, Inc., a Delaware corporation (“**GT Technologies**”), in favor of Great Rock Capital Partners Management, LLC, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”).

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the “**Loan and Security Agreement**”), by and among Agent, the Borrowers from time to time party thereto (including GT Technologies) the Guarantors from time to time party thereto (the Borrowers and Guarantors collectively, the “**Loan Parties**”, and individually, a “**Loan Party**”), and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Loan Parties upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Loan and Security Agreement, GT Technologies has agreed to secure the full payment and performance of all of the Obligations (whether now existing or hereafter arising) by GT Technologies; and

WHEREAS, pursuant to the Loan and Security Agreement, GT Technologies is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Loan and Security Agreement and to induce the Lenders to make their respective extensions of credit to the GT Technologies thereunder, GT Technologies hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. GT Technologies, as collateral security for the full payment and performance of all of the Obligations (whether now existing or hereafter arising) by GT Technologies, hereby collaterally assigns, pledges and grants to Agent a continuing first priority security interest in all of GT Technologies’ right, title, and interest in and to the all Intellectual Property including the patents, patent applications, industrial designs, trademarks registrations, trademark applications, copyright registrations and copyright applications set forth on Schedule I attached hereto (collectively, the “**Intellectual Property Collateral**”).

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan and Security Agreement and Loan Party hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Concerning the Agent. Great Rock Capital Partners Management, LLC is executing this Agreement not in its individual or corporate capacity, but solely in its capacity as the Agent under the Loan and Security Agreement. In acting hereunder, the Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Loan and Security Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

Section 5. Loan Party Remains Liable. Loan Party hereby agrees that, anything herein to the contrary notwithstanding, at Loan Party's expense, Loan Party shall assume full and complete responsibility for the maintenance, prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property Collateral subject to a security interest hereunder.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. This Agreement may be executed and delivered through facsimile, electronic mail, or other electronic method of transmission, each of which shall be fully binding on the signing party and be equally as effective as delivery of an original executed counterpart to this Agreement.

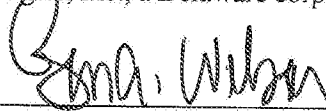
Section 7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

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

Loan Party:

GT Technologies, Inc., a Delaware corporation

By:



Name: Bruce Weber

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

Great Rock Capital Partners Management, LLC,
as Agent

By: _____

Name:

Title:

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

Loan Party:

GT Technologies, Inc., a Delaware corporation

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

Great Rock Capital Partners Management, LLC,
as Agent

By: _____

Name:

Title:

Katleen M. Auden
Chief Risk Officer

GREAT ROCK - GT TECHNOLOGIES
IP SECURITY AGREEMENT

TRADEMARK