## TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 ETAS ID: TM697372

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spray-Tek, LLC		12/13/2021	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Alter Domus (US) LLC, as Administrative Agent	
Street Address:	225 W. Washington Street, 9th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1788508	SPRAY-TEK

## **CORRESPONDENCE DATA**

Fax Number:

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.

Phone: 2023704750

ipteam@cogencyglobal.com Email:

Jennifer Tindie **Correspondent Name:** 

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC. Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1556055
NAME OF SUBMITTER:	Jeffrey M. Negron
SIGNATURE:	/Jeffrey M. Negron/
DATE SIGNED:	12/23/2021

## **Total Attachments: 5**

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#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT as the same may be amended, restated, supplemented or otherwise modified from time to time, this "<u>Trademark Security Agreement</u>"), dated as of December 13, 2021, is made by Spray-Tek, LLC, ("<u>ST LLC</u>") (each a "<u>Grantor</u>" and, collectively, the "<u>Grantors</u>"), in favor of Alter Domus (US) LLC, as Administrative Agent for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 13, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among SPRAY-TEK INTERMEDIATE, INC., a Delaware corporation ("Holdings"), SPRAY-TEK BUYER, INC., a Delaware corporation (the "Borrower"), the other Persons party thereto that are designated as a "Credit Party", and Alter Domus (US) LLC, as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders") and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

<u>Section 1</u>. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of

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such Grantor (the "<u>Trademark Collateral</u>"; <u>provided</u>, <u>however</u>, that notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall not include any Excluded Property):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
  - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or violation thereof.]
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is a security interest granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and is exercisable pursuant to, and subject to, the terms and conditions set forth therein. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable</u>. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.
- Section 5. Counterparts. This Trademark Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6</u>. <u>Governing Law</u>. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

SPRAY-TEK, LLC, as Grantor

Name: David A. Brand

Title: President and Chief Executive Officer

ACCEPTED AND AGREED as of the date first above written:

ALTER DOMUS (US) LLC, as Administrative Agent

By: Matthew Trybula
Title: Associate Counsel

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

# 1. REGISTERED TRADEMARKS

Owner	Trademark	Registration Number	Registration Date
Spray-Tek, LLC	SPRAY-TEK	1788508	August 17, 1993

## 2. TRADEMARK APPLICATIONS

**NONE** 

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**RECORDED: 12/23/2021** 

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