

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697769

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest in Trademark Rights - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bettcher Industries, Inc.		12/14/2021	Corporation: DELAWARE
Cantrell Gainco Group Inc.		12/14/2021	Corporation: OHIO
Exsurco Medical, Inc.		12/14/2021	Corporation: OHIO
ICB, L.L.C.		12/14/2021	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3671326	ACCUFILL
Registration Number:	1974351	AIRSHIRZ
Registration Number:	4246169	AMALGATOME
Registration Number:	0882786	BETTCHER
Registration Number:	6051043	CANTRELL
Registration Number:	3217957	DURALITE
Registration Number:	3756406	DURASIFT
Registration Number:	3048395	DURAWEIGH
Registration Number:	2072824	EDGE KING
Registration Number:	4492655	EDGE-RETENTION TECHNOLOGY
Registration Number:	4257862	EXSURCO
Registration Number:	6027323	GAINCO
Registration Number:	3684789	GAINCO INC.
Registration Number:	3625081	GAINCO INFINITI
Registration Number:	3124727	OPTIMAX
Registration Number:	6334329	QUANTUM

TRADEMARK

REEL: 007542 FRAME: 0007

900665578

CH \$615.00 3671326

Property Type	Number	Word Mark
Registration Number:	5587987	QUANTUM FLEX
Registration Number:	5599114	TARHEEL DISTRIBUTORS INC.
Registration Number:	5625723	TD
Registration Number:	3621331	TRIMVAC
Registration Number:	879445	WHIZARD
Registration Number:	4593071	WHIZARD QUANTUM
Registration Number:	3694503	YIELDPLUS
Registration Number:	5214282	YIELDSCAN

CORRESPONDENCE DATA

Fax Number: 3128622200
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: 3128628738
Email: michelle.nowicki@kirkland.com
Correspondent Name: Michelle Nowicki
Address Line 1: 300 N. LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22024-611
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	12/27/2021

Total Attachments: 7
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SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 14, 2021, is made by Bettcher Industries, Inc., a Delaware corporation, Cantrell Gainco Group Inc., an Ohio corporation, Exsurco Medical, Inc., an Ohio corporation and ICB, L.L.C., a South Carolina limited liability company, (the "Grantors" and, individually, each a "Grantor"), in favor of UBS AG, STAMFORD BRANCH, as collateral agent (in such capacity, the "Collateral Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of December 14, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MERLIN PARENTCO INC., a Delaware corporation ("Holdings"), MERLIN BUYER INC., a Delaware corporation (the "Initial Borrower"), each of the Subsidiaries listed on the signature pages thereto or that becomes a party thereto pursuant to Section 8.14 thereof (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Initial Borrower, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 14, 2021 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Initial Borrower and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with Holdings and/or its Restricted Subsidiaries or Secured Hedge Agreements with Holdings and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such

trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**CANTRELL GAINCO GROUP INC.
BETTCHEER INDUSTRIES, INC.
EXSURCO MEDICAL, INC.**
as the Grantors

By: Tim Swanson
Name: Tim Swanson
Title: Chief Executive Officer

ICB, L.L.C.
as the Grantor

By: Tim Swanson
Name: Tim Swanson
Title: President

UBS AG, STAMFORD BRANCH
as the Collateral Agent

By: 
Name: Haussem Doly
Title: Director

By: 
Name: Ken Chin
Title: Director

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

Mark	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
ACCUFILL	76694186 13-NOV-2008	3671326 25-AUG-2009	Registered	Cantrell Gainco Group Inc. ¹
AIRSHIRZ	74593065 31-OCT-1994	1974351 14-MAY-1996	Registered	Bettcher Industries, Inc.
AMALGATOME	76708691 11-AUG-2011	4246169 20-NOV-2012	Registered	Esurco Medical, Inc.
BETTCHEER	72298562 20-MAY-1968	0882786 23-DEC-1969	Registered	Bettcher Industries, Inc.
CANTRELL	88406725 29-APR-2019	6051043 12-MAY-2020	Registered	Cantrell Gainco Group Inc. ²
DURALITE	78889572 22-MAY-2006	3217957 13-MAR-2007	Registered	Bettcher Industries, Inc.
DURASIFT	76698565 22-JUL-2009	3756406 09-MAR-2010	Registered	Bettcher Industries, Inc.
DURAWEIGH	76629312 25-JAN-2005	3048395 24-JAN-2006	Registered	Cantrell Gainco Group Inc. ³
EDGE KING	75049726 18-JAN-1996	2072824 17-JUN-1997	Registered	Bettcher Industries, Inc.
EDGE-RETENTION	76713982	4492655	Registered	Esurco Medical, Inc.

¹ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.

² Company to update record ownership name from prior name Cantrell Innovative Solutions LLC to Cantrell Gainco Group Inc.

³ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.

TECHNOLOGY (Stylized) <small>EDCS:RETENTION:TECHNOL.099</small>	19-APR-2013	04-MAR-2014		
EXSURCO	76709088 16-SEP-2011	4257862 11-DEC-2012	Registered	Exsurco Medical, Inc.
GAINCO	88571913 08-AUG-2019	6027323 07-APR-2020	Registered	Cantrell Gainco Group Inc. ⁴
GAINCO INC	76694223 13-NOV-2008	3684789 22-SEP-2009	Registered	Cantrell Gainco Group Inc. ⁵
GAINCO INFINITI	76693133 26-SEP-2008	3625081 26-MAY-2009	Registered	Cantrell Gainco Group Inc. ⁶
OPTIMAX	78512354 05-NOV-2004	3124727 01-AUG-2006	Registered	Betcher Industries, Inc.
QUANTUM	90152025 01-SEP-2020	6334329 27-APR-2021	Registered	Betcher Industries, Inc.
QUANTUM FLEX	87705854 02-DEC-2017	5587987 16-OCT-2018	Registered	Betcher Industries, Inc.
TARHEEL DISTRIBUTORS INC.	87749896 10-JAN-2018	5599114 06-NOV-2018	Registered	ICB, L.L.C. ⁷
TD	87749906 10-JAN-2018	5625723 11-DEC-2018	Registered	ICB, L.L.C. ⁸
TRIMVAC	76693477 10-OCT-2008	3621331 19-MAY-2009	Registered	Betcher Industries, Inc.

⁴ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.

⁵ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.

⁶ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.

⁷ Company to update record ownership name from prior name Tarheel Distributors, Inc. to ICB, L.L.C.

⁸ Company to update record ownership name from prior name Tarheel Distributors, Inc. to ICB, L.L.C.

WHIZARD	72298563 20-MAY-1968	879445 28-OCT-1969	Registered	Betcher Industries, Inc.
WHIZARD QUANTUM (Stylized)	76713986 19-APR-2013	4593071 26-AUG-2014	Registered	Betcher Industries, Inc.
WHIZARD QUANTUM				
YIELDPLUS	76694212 13-NOV-2008	3694503 13-OCT-2009	Registered	Cantrell Gainco Group Inc. ⁹
YIELDSCAN	76716174 14-APR-2014	5214282 30-MAY-2017	Registered	Cantrell Gainco Group Inc. ¹⁰

⁹ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.

¹⁰ Company to update record ownership name from prior name Gainco, Inc. to Cantrell Gainco Group Inc.