

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schneider Packaging Equipment Company, Inc.		02/02/2022	Corporation: NEW YORK
ESS Technologies Inc.		02/02/2022	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Administrative Agent		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6495161	PROADJUST POWERED BY SCHNEIDER	
Registration Number:	6591874	S SCHNEIDER PACKAGING EQUIPMENT CO., INC	
Registration Number:	4244991	TASKMATE ROBOTIC SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	393033-12		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	02/03/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 2, 2022, is executed by the undersigned (each, a “Grantor”) for the benefit of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as administrative agent for itself, the Lenders, and (to the extent set forth in the Guaranty and Security Agreement) certain Affiliates of the Lenders (in such capacity, the “Administrative Agent”), in connection with that certain U.S. Guaranty and Collateral Agreement dated as of March 31, 2021, among PACTEON CORPORATION, a Delaware corporation, and the other Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in or incorporated by reference in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to

Exhibit B to U.S. Guaranty and Collateral Agreement

limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms "Proceeds" and "Trademarks" are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

"Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

"Trademarks" means (a) all trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any "intent-to-use" applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement is a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within that state, without regard to conflict-of-laws principles.

[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**SCHNEIDER PACKAGING EQUIPMENT
COMPANY, INC.,**

a New York corporation,
as a Grantor


By: 

Name: Chris Vaughn

Title: Chief Financial Officer

ESS TECHNOLOGIES INC.,

a Virginia corporation,
as a Grantor

By: 

Name: Chris Vaughn

Title: Chief Financial Officer

Acknowledged:

MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Administrative Agent

By: _____

Name: _____

Title: _____

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**SCHNEIDER PACKAGING EQUIPMENT
COMPANY, INC.,**
a New York corporation,
as a Grantor

By: _____
Name: Robert Brotzki
Title: President

ESS TECHNOLOGIES INC.,
a Virginia corporation,
as a Grantor

By: _____
Name: _____
Title: _____

Acknowledged:

MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC, as Administrative Agent

By: James Morphis
Name: James Morphis
Title: Vice President

SCHEDULE 1

TRADEMARK COLLATERAL

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Owner
PROADJUST POWERED BY SCHNEIDER	90293857	6495161	11/2/20	9/21/21	Schneider Packaging Equipment Company, Inc.
S SCHNEIDER PACKAGING EQUIPMENT CO., INC.	90293737	6591874	11/2/20	12/14/21	Schneider Packaging Equipment Company, Inc.
TASKMATE ROBOTIC SYSTEMS	85560446	4,244,991	3/5/12	November 20, 2012	ESS Technologies Inc.