

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710597

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROSE ROCK TECHNOLOGIES LLC		02/15/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RESOLUTE CAPITAL PARTNERS FUND IV, L.P.		
<b>Street Address:</b>	20 BURTON HILLS BLVD.		
<b>Internal Address:</b>	SUITE 430		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>Name:</b>	RESOLUTE CAPITAL PARTNERS FUND V-A, L.P.		
<b>Street Address:</b>	20 BURTON HILLS BLVD.		
<b>Internal Address:</b>	SUITE 430		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>Name:</b>	RESOLUTE CAPITAL PARTNERS FUND V-B, L.P.		
<b>Street Address:</b>	20 BURTON HILLS BLVD.		
<b>Internal Address:</b>	SUITE 430		
<b>City:</b>	NASHVILLE		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37215		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97213513	VELONEX TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6157426293		

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**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:** 6157426226  
**Email:** trademarks@bassberry.com  
**Correspondent Name:** Katherine Todd  
**Address Line 1:** 150 3rd Ave. S.  
**Address Line 2:** Suite 2800  
**Address Line 4:** Nashville, TENNESSEE 37201

<b>ATTORNEY DOCKET NUMBER:</b>	128521.0105
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<b>NAME OF SUBMITTER:</b>	Katherine Todd
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<b>SIGNATURE:</b>	/Katherine Todd/
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<b>DATE SIGNED:</b>	02/25/2022
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**Total Attachments: 4**

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source=Resolute - Rock Rose Investment - Trademark Security Agreement (Executed)#page4.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated effective as of February 15, 2022, is made by ROSE ROCK TECHNOLOGIES LLC, a Texas limited liability company (the “Grantor”), in favor of each of RESOLUTE CAPITAL PARTNERS FUND IV, L.P., a Delaware limited partnership, RESOLUTE CAPITAL PARTNERS FUND V-A, L.P., a Delaware limited partnership, and RESOLUTE CAPITAL PARTNERS FUND V-B, L.P., a Delaware limited partnership (each of the foregoing, a “Grantee” and collectively, the “Grantees”).

## WITNESSETH:

WHEREAS, the Grantor and the Grantees have entered into a Note Purchase and Security Agreement dated as of February 15, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the agreements, provisions and covenants contained herein and in the Note Purchase Agreement, and to induce each Grantee to enter into the Note Purchase Agreement and to purchase their respective Notes from Grantor thereunder, the Grantor hereby agrees with each Grantee as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Note Purchase Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby mortgages, pledges and hypothecates to each Grantee, and grants to each Grantee a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (1) all of its trademarks, including, without limitation, those listed on Schedule 1 hereto (each a “Trademark”, and collectively, the “Trademarks”);
- (2) all renewals and extensions of the foregoing;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (4) 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, dilution, violation or other impairment thereof.

Section 3. Security Interest. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantees pursuant to the Note Purchase Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Grantees with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

Section 5. Satisfaction of Obligations. Upon full and unconditional satisfaction and performance of all of the Obligations of the Grantor and termination of the Commitment, the Grantees shall execute and deliver to the Grantor all documents reasonably necessary to terminate the security interest of the Grantees in the Trademark Collateral.

Section 6. Governing Law. This 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 PAGE FOLLOWS)

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

ROSE ROCK TECHNOLOGIES LLC, as  
Grantor

DocuSigned by:  
By: Brian Elliott Edge  
BA71C53B50B54ED...

Name: Brian Elliott Edge

Title: Manager

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007643 FRAME: 0433**

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

A. **REGISTERED TRADEMARKS**

None.

B. **TRADEMARK APPLICATIONS**

Applicant	Mark	Serial Number	Filing Date
Rose Rock Technologies LLC	VELONEX TECHNOLOGIES	97213513	1/11/2022

C. **TRADEMARK LICENSES**

None.

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