

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710943

<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>
MINOVA INTERNATIONAL LIMITED		02/28/2022	Limited Liability Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BZ COMMERCIAL FINANCE DESIGNATED ACTIVITY COMPANY		
<b>Street Address:</b>	GEORGE'S DOCK, IFSC		
<b>Internal Address:</b>	5TH FLOOR, THE EXCHANGE		
<b>City:</b>	DUBLIN 1		
<b>State/Country:</b>	IRELAND		
<b>Postal Code:</b>	D01 W3P9		
<b>Entity Type:</b>	Designated Activity Company: IRELAND		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1690186	TEKSEAL	
<b>Registration Number:</b>	1690193	TERRASET	
<b>Registration Number:</b>	2782200	TEKFLEX	
<b>Registration Number:</b>	2829761	TEKPAK	
<b>Registration Number:</b>	2900610	ECLIPSE	
<b>Registration Number:</b>	3091852		
<b>Registration Number:</b>	3094608	MINOVA	
<b>Registration Number:</b>	3795360	LOKSET	
<b>Registration Number:</b>	3892177	TOOSPEEDIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026288844		
<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>			
<b>Phone:</b>	202-624-2500		
<b>Email:</b>	afield@crowell.com		
<b>Correspondent Name:</b>	CROWELL & MORING LLP		
<b>Address Line 1:</b>	P.O. BOX 14300		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20044-4300		

OP \$240.00 1690186

<b>ATTORNEY DOCKET NUMBER:</b>	117979.0000013
<b>NAME OF SUBMITTER:</b>	Alison J. Field
<b>SIGNATURE:</b>	/Alison J. Field/
<b>DATE SIGNED:</b>	02/28/2022

**Total Attachments: 9**

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source=Trademark Security Agreement (Minova International)(Executed). pdf#page9.tif

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of February 28, 2022 (as amended, restated, amended and restated, supplemented, modified or replaced from time to time, this "Agreement"), between **MINOVA INTERNATIONAL LIMITED**, a limited liability company incorporated in England and Wales having its registered office at 400 Dashwood Lang Road, Bourne Business Park, Addlestone, Surrey, United Kingdom, KT15 2NX with company number 04373275 (the "Grantor"), and **BZ COMMERCIAL FINANCE DESIGNATED ACTIVITY COMPANY**, a designated activity company incorporated and registered in Ireland (the "Secured Party").

**WHEREAS**, pursuant to a Master Facilities Agreement dated as of February 28, 2022 (as the same may be amended, restated, amended and restated, supplemented, modified or replaced from time to time, the "Master Facilities Agreement"), among, Aurelius Marvel Holding Limited, the Grantor, the other Obligors party thereto from time to time, and the Secured Party who has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, Grantor is either an Original Client as a borrower and/or an Original Guarantor as a guarantor under the Master Facilities Agreement and is jointly and severally obligated to Secured Party for the payment and performance of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Grantor to Secured Party under the Finance Documents (the "Secured Liabilities"); and

**WHEREAS**, Grantor will derive substantial direct and indirect benefits from the making of the extensions of credit by Secured Party under the Master Facilities Agreement;

**WHEREAS**, as a condition precedent to the extension of credit by the Secured Party under the Master Facilities Agreement, Grantor, among others, has entered into that certain U.S. Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, modified or replaced from time to time, the "Security Agreement"), with the Secured Party; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has granted a security interest in the Collateral (as defined below) and agreed to execute and deliver this Agreement with respect thereto, for recording with the United States Patent and Trademark Office (the "PTO") or with the World Intellectual Property Organization, (the "WIPO"), as applicable.

**NOW, THEREFORE**, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**I. DEFINITIONS AND CONSTRUCTION.**

**1.1. Definitions.** Each capitalized term used herein without definition has the respective meaning provided therefor in the Security Agreement or the Master Facilities Agreement, as the case may be. All terms defined in the UCC and used herein shall have the same definitions herein as specified therein. The following terms have the following meanings:

"Collateral" has the meaning set forth in Section 2.

“Excluded Property” means any application for registration of a Trademark filed with the PTO or WIPO, as applicable, on an intent-to-use basis to the extent an assignment thereof would void or invalidate such application, until such time (if any) as a verified statement of use (or the equivalent) for such Trademark is filed with and accepted by the PTO or WIPO, as applicable, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted in favor of the Secured Party pursuant to this Agreement.

“PTO” has the meaning set forth in the recitals.

“Trademarks” has the meaning set forth in Section 2

“WIPO” has the meaning set forth in the recitals.

1.2. **Construction.** This Agreement shall be read and construed subject to the terms of the Master Facilities Agreement. In the event of any inconsistency between the terms of this Agreement and the Master Facilities Agreement, the terms of the Master Facilities Agreement shall prevail.

2. **SECURITY INTEREST.** The Grantor hereby grants to the Secured Party, to secure the prompt payment and performance in full of all of the Secured Liabilities when due, a security interest in all of Grantor’s right, title and interest in, to and under the following properties, assets and rights and in all similar properties, assets and rights that the Grantor is deemed by law to have rights in or the power to convey rights in, in each case, wherever located, whether now owned or hereafter acquired, adopted or arising and whether governed by Article 9 of the UCC or other law (collectively, the “Collateral”):

(a) all trademarks, service marks, internet domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations, recordings and applications in the PTO or WIPO, as applicable (or any successor office) or any similar office in any State of the United States, together in each case with the goodwill of the business connected or associated therewith and symbolized thereby, and all other similar assets, rights and interests that uniquely reflect or embody such goodwill, including, but not by way of limitation, those trademarks, trademark applications and recordings thereof listed on **Schedule A** attached hereto and incorporated herein. (collectively, the “Trademarks”);

(b) all licenses to and from the Grantor with respect to the Trademarks, whether registered or unregistered and wherever registered;

(c) all reissues, extensions and renewals of any of the foregoing;

(d) all general intangibles, intellectual and other intangible or tangible property of the Grantor of any kind or nature, associated with, arising from, pertaining to or accruing under any of the foregoing, including all rights provided by the law of any applicable jurisdiction in the United States, throughout the world and pursuant to international treaties and conventions and otherwise;

(e) all commercial tort claims and other claims and causes of action with respect to any of the foregoing, including all rights to and claims for damages, restitution and injunctive

and other legal and equitable relief for past, present and future infringement, uncontested use, dilution, misappropriation, violation, impairment, misuse, breach, default and unfair competition, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any damages or such other relief; and

(f) all products and proceeds of any of the foregoing including all royalties, fees, income and payments now or hereafter due or payable with respect to any of the foregoing (including, but not by way of limitation, Trademark registrations issued with respect to Trademark applications referred to in Schedule A) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

Notwithstanding the foregoing, in no event shall the Collateral include Excluded Property.

**3. SUPPLEMENT TO SECURITY AGREEMENT.** This Agreement has been entered into in connection with the security interests granted to the Secured Party under the Security Agreement. The Grantor hereby acknowledges and agrees the rights and remedies of the Secured Party with respect to the security interests granted in the Collateral pursuant to this Agreement are without prejudice to, and are in addition to those set forth in, the Security Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In no event shall anything in this Agreement be deemed to limit such rights and remedies. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.

**4. REPRESENTATIONS AND WARRANTIES.** The Grantor represents and warrants to the Secured Party that a true, correct and complete list of all of the existing Trademark registrations, applications, licenses and commercial tort claims that constitute the Collateral owned by the Grantor, in whole or in part, is set forth in Schedule A.

**5. GRANTOR REMAINS LIABLE.** The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**6. AUTHORIZATION TO SUPPLEMENT.** If the Grantor shall obtain rights to any new registered Trademarks or applications therefor, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Secured Party with respect to any such new registered Trademark, application therefor, license thereof or commercial tort claim arising from any Trademark, application therefor or license thereof. Without limiting the Grantor's obligations under this Section 6, the Grantor authorizes the Secured Party and appoints the Secured Party and any officer or agent thereof, with the full power of substitution, as its true and lawful attorneys-in-fact with full power and authority in the place of the Grantor or in the Secured Party's own name, without notice to the Grantor, to modify this Agreement by amending Schedule A to include any such new registered Trademark, application therefor, license thereof or commercial tort claim arising from any Trademark or license thereof and file such modified agreement with the PTO or WIPO, as applicable. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A

shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all the Collateral, whether or not listed on Schedule A.

**7. TERMINATION AND RELEASE.** Upon repayment of the Secured Liabilities in full, the Secured Party shall execute and deliver to the Grantor, at the Grantor's expense pursuant to the terms of the Security Agreement, all documents that the Grantor reasonably requests to effect the termination or release (including cancellation of or amendments to this Agreement by written notice of the Secured Party to the PTO or WIPO, as applicable) the security interest granted under this Agreement. Such documents shall be prepared by the Grantor and must be in form and substance reasonably satisfactory to the Secured Party. Any execution and delivery of documents pursuant to this Section 7 will be without recourse to or warranty by the Secured Party.

**8. GOVERNING LAW; CONSENT TO JURISDICTION.** This Agreement is governed by, and construed in accordance with, the laws of the State of New York. Any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and the Grantor and the Secured Party each consent to the nonexclusive jurisdiction of such court. Each of the Grantor and the Secured Party consents to service of process by mail at the address specified in the Security Agreement. Each of the Grantor and the Secured Party hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**9. WAIVER OF JURY TRIAL.** THE GRANTOR AND THE SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE GRANTOR AND THE SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND AFTER CONSULTATION WITH LEGAL COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**10. RECORDATION.** The Grantor authorizes the Commissioner for Trademarks and any other government officials, upon the request of the Secured Party, to record and register this Agreement and any amendments, restatements, amendments and restatements, supplements, modifications or replacements thereto with the PTO or WIPO, as applicable, or any other applicable office.

**11. MISCELLANEOUS.** The headings of each section of this Agreement are for convenience only and do not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder are binding upon the Grantor and its permitted successors and assigns, and will inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, this Agreement shall be construed and be enforceable in such jurisdiction as if such invalid, illegal or unenforceable term had not been included herein, and the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**12. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission (including .pdf and .tif) shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability or binding effect hereof.

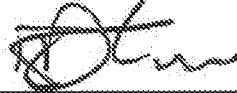
[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the Grantor and the Secured Party have caused this Agreement to be duly executed as of the date first above written.

**GRANTOR:**

**MINOVA INTERNATIONAL LIMITED**

By: \_\_\_\_\_



Name: \_\_\_\_\_

RYAN DAVID KERN

Title: \_\_\_\_\_

DIRECTOR

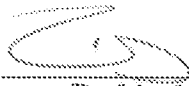
Signature Page to Trademark Security Agreement (Minova International)

**TRADEMARK**  
**REEL: 007644 FRAME: 0739**



**SECURED PARTY:**

For and on behalf of  
**BZ COMMERCIAL FINANCE DESIGNATED  
ACTIVITY COMPANY**

By:  \_\_\_\_\_

Roddy Stafford

Name: \_\_\_\_\_




Director

Title: \_\_\_\_\_

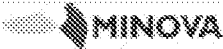
**SCHEDULE A**  
**TO THE TRADEMARK SECURITY AGREEMENT**

Grantor: Minova International Limited

Trademarks of Grantor:

	<b>Trademark No.</b>	<b>Mark</b>	<b>Filing Date</b>
1.	4188587 IR 1090695	CARBOTHIX	May 9, 2011
2.	1690186	TEKSEAL	December 13, 1990
3.	1690193	TERRASET	June 17, 1991
4.	2782200	TEKFLEX	December 17, 1999
5.	2829761	TEKPAK	October 23, 2000
6.	2900610	ECLIPSE	July 17, 2002
7.	3091852		March 5, 2003
8.	5532341 IR 1364265		February 5, 2016 March 11, 2016
9.	3094608	MINOVA	March 5, 2003
10.	3795360	LOKSET	September 28, 2006
11.	3892177	TOOSPEEDIE	November 20, 2009
12.	5435398 IR 1340112	TEKTHIX	August 18, 2016 September 14, 2016
13.	5225266 IR 1302638	TEKCRETE	April 15, 2016
14.	5455592 IR 1336334		March 11, 2016

Pending Trademark Applications of Grantor

	<b>Trademark Application No.</b>	<b>Mark</b>	<b>Filing Date</b>
1.	79325932	UniPass	July 16, 2020
2.	79306553 IR 1580932	 MINOVA	October 12, 2020 October 19, 2020