

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIRATECH GROUP, LLC		04/13/2022	Limited Liability Company: DELAWARE
MIRATECH KNOXVILLE, LLC		04/13/2022	Limited Liability Company: DELAWARE
MIRATECH VAPORPHASE, LLC		04/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK, a Texas state bank		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2717974	EMERACHEM	
Registration Number:	2578505	MIRATECH	
Registration Number:	4439196	MIRATECH	
Registration Number:	4846950	QUAD-TUNED	
Registration Number:	4846951	QUAD-TUNED SILENCER	
Registration Number:	5835186	VAPORPHASE	
Registration Number:	6130816	M E C	
Registration Number:	5037365	LTR	
Registration Number:	1357626	COWL	
Registration Number:	2730252	EC	
Registration Number:	2835061	EMX	
Registration Number:	2835062	ESX	
Registration Number:	5062091	LIFE BEYOND COMPLIANCE	
Registration Number:	2748263	THE POWER OF CATALYSIS	
Registration Number:	5514445	MULTI-LAMBDA CATALYST TEST SYSTEM	

CH \$390.00 2717974

CORRESPONDENCE DATA**Fax Number:** 2142000853

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: 2109787404**Email:** lori.lapidario@haynesboone.com**Correspondent Name:** Haynes and Boone, LLP - IP Section**Address Line 1:** 2323 Victory Avenue, Suite 700**Address Line 4:** Dallas, TEXAS 75219

ATTORNEY DOCKET NUMBER:	26827.388
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NAME OF SUBMITTER:	Lori Lapidario
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SIGNATURE:	/Lori Lapidario/
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DATE SIGNED:	04/25/2022
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”), dated as of April 13, 2022 is made by MIRATECH GROUP, LLC, a Delaware limited liability company (“*Group*”), MIRATECH KNOXVILLE, LLC, a Delaware limited liability company (“*Knoxville*”), and MIRATECH VAPORPHASE, LLC, a Delaware limited liability company (“*Vaporphase*” and together with Group and Knoxville, each a “*Grantor*” and collectively, “*Grantors*”), in favor of TEXAS CAPITAL BANK, a Texas state bank on behalf of itself, its Affiliates, and as Administrative Agent for the Lenders (in such capacity, “*Secured Party*”).

RECITALS:

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Miratech Holdings, Inc., a Delaware corporation (“*Holdings*”), Miratech Intermediate Holdings, Inc., a Delaware corporation (“*Intermediate*”), Miratech Prior Lake, Inc., a Delaware corporation (“*Prior Lake*”), Grantors, Secured Party, as Administrative Agent, and the Lenders from time to time party thereto, the Lenders have agreed to extend certain loans to or for the direct or indirect benefit of Grantors, Holdings, Intermediate and Prior Lake; and

WHEREAS, Grantors are party to that certain Security Agreement, dated as of the date herewith among Holdings, Intermediate, Prior Lake, Grantors and Secured Party (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the “*Security Agreement*”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meaning given to them in the Security Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meaning provided for by the UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the obligations under the Credit Agreement and the other Secured Obligations, a continuing security interest (referred to in this Agreement as the “*Security Interest*”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Intellectual Property Collateral*”):

- (a) all of such Grantor’s Patents and Patent Licenses, including those referred to in Part A to Schedule I hereto;
- (b) all of such Grantor’s Trademarks and Trademark Licenses, including those referred to in Part B to Schedule I hereto;

- (c) all of such Grantor's Copyrights and Copyright Licenses, including those referred to in Part C to Schedule I hereto;
- (d) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles relating to the Intellectual Property covered by this Agreement; and
- (e) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any Person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement or other violation of any Patent or published Patent application, or breach or other violation of any Patent License, (B) past, present or future infringement or other violation of any Copyright or breach or other violation of any Copyright License, (C) past, present or future infringement or dilution or other violation of any Trademark or breach or other violation of any Trademark License or (D) injury to all goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any grantor under the Security Agreement, to Administrative Agent, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. Security Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission 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 also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

*[Remainder of Page Intentionally Left Blank;
Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

Miratech Group, LLC

By: _____

Name:

Title:

DAVID Zenthafer
President + CEO

Miratech Knoxville, LLC

By: _____

Name:

Title:

DAVID Zenthafer
President + CEO

Miratech Vaporphase, LLC

By: _____

Name:

Title:

DAVID Zenthafer
President + CEO