

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727544

<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>
BARTON MINES CORPORATION		05/12/2022	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP BUSINESS CREDIT LLC		
<b>Street Address:</b>	433 South Main Street		
<b>City:</b>	W Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06110		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5488407	ADIRONDACK	
<b>Registration Number:</b>	5788289	ALLTEK	
<b>Registration Number:</b>	3788356	BART	
<b>Registration Number:</b>	4330477	BARTON	
<b>Registration Number:</b>	4330478	BARTON	
<b>Registration Number:</b>	5602178	ECOTEK	
<b>Registration Number:</b>	3486296	HPA	
<b>Registration Number:</b>	3486398	HPX	
<b>Registration Number:</b>	5378195	HYDROBLOC	
<b>Registration Number:</b>	4876290	MICROGARNET	
<b>Registration Number:</b>	2661435	THE BARTON GROUP	
<b>Registration Number:</b>	5701950	TRIDENT	
<b>Registration Number:</b>	5429375	FUSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		

OP \$340.00 5488407

**Correspondent Name:** Jennifer Tindie  
**Address Line 1:** 1025 Connecticut Ave., NW, Suite 712  
**Address Line 2:** COGENY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1684815 TM

**NAME OF SUBMITTER:** Janet S. Wamsley

**SIGNATURE:** /Janet S. Wamsley/

**DATE SIGNED:** 05/12/2022

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of May 12, 2022 is entered into by and among **BARTON MINES CORPORATION**, a Pennsylvania corporation (“Grantor”) and **MIDCAP BUSINESS CREDIT LLC** (the “Assignee”), as Lender pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among, among others, the Assignee and the Grantor (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Copyrights, Patents, and Trademarks set forth on Schedules A–C respectively, hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Loan Agreement, as applicable. In addition, the following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule A hereto), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Copyrights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

“Patents” means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues, reexaminations and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule B, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule B, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names 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, whether in the U.S. 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, including, without limitation, any of the foregoing referred to on Schedule C hereto, and (ii) the right to obtain all renewals thereof.

2. Grant of Security Interest.

(a) Subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Loan Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor's right, title and interest in, to and under (other than the Excluded Property) the Copyrights, Patents, Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligations.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Copyrights existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of Grantor's United States Patents existing as of the date hereof. Schedule C hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks existing as of the date hereof. For the avoidance of doubt, Schedule A hereto, Schedule B hereto and Schedule C hereto do not include any Excluded Property.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Loan Agreement. In the event that any of the provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

3. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon written notice to and written consent (including consent by e-mail) by Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of any schedule hereto, to add any right, title or interest in any Copyright, Patent, or Trademark owned or subsequently acquired by Grantor that is Collateral or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Copyright, Patent or Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Loan Agreement.

4. Recordation.

Grantor authorizes the United States Copyright Offices, the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

5. Applicable Law.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CONNECTICUT BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF CONNECTICUT.

6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by fax or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Loan Documents. Any party delivering an executed counterpart of any such agreement by fax or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart to the other party upon request, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

7. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

**BARTON MINES CORPORATION**

By: 


Name: Richard G. Jenks, Jr.

Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

ASSIGNEE:

**MIDCAP BUSINESS CREDIT LLC**

By:   
Name: Steven A. Samson  
Title: President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007720 FRAME: 0244**

Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Copyrights

None.



Schedule B to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registrations of Patent and Patent Applications

<b>Title</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Owner</b>
Optical counting device	4556297	06/519636	August 2, 1983	December 3, 1985	Barton Mines Corporation

Schedule C to INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Registered Trademarks and Trademark Applications

Trademark	Country	Appln. No./ Filing Date	Reg. No./ Reg. Date	Status/ Next Due Date	Class/Services	Owner
ADIRONDACK	U.S.	87/326544 07-Feb-2017	5488407 05-Jun-2018	Declaration of Use due 05-Jun- 2024; renewal due 05-Jun-2028	3: Industrial abrasives for use in material cutting, material cleaning, surface preparation, and blasting; mineral abrasives for material cutting, material cleaning, surface preparation, and blasting.	Barton Mines Corporation
ALLTEK	U.S.	87/377454 20-Mar-2017	5788289 25-Jun-2019	Declaration of Use due 25-Jun- 2025; renewal due 25-Jun-2029	3: Industrial abrasives for use in material cutting, material cleaning, surface preparation, and blasting; mineral abrasives for material cutting, material cleaning, surface preparation, and blasting.	Barton Mines Corporation
BART	U.S.	77/667738 10-Feb-2009	3788356 11-May-2010	Renewal due 24- Mar-2030	7: A machine used to remove waste solids from abrasive waterjet machinery.	Barton Mines Corporation
BARTON	U.S.	85/566966 12-Mar-2012	4330477 07-May-2013	Renewal due 07- May-2023	3: Industrial abrasives for use in waterjet cutting, surface preparation, and blasting; mineral abrasives for waterjet cutting, surface preparation, and blasting. 35: Wholesale and retail distributorship featuring dry blasting abrasives, waterjet abrasives and components, accessories and replacement parts for waterjet cutting machines. 40: Manufacturer of cutting, finishing and surface preparation products, namely, garnet abrasive grains and powders, coated and bonded abrasives and blasting abrasives for industrial and commercial applications to the order and specification of others.	Barton Mines Corporation

Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status/ Next Due Date	Class/Services	Owner
BARTON and Design <b>BARTON</b>	U.S.	85/566991 12-Mar-2012	4330478 07-May-2013	Renewal due 07- May-2023	3: Industrial abrasives for use in waterjet cutting, surface preparation, and blasting; mineral abrasives for waterjet cutting, surface preparation, and blasting. 35: Wholesale and retail distributorship featuring dry blasting abrasives, waterjet abrasives and components, accessories and replacement parts for waterjet cutting machines. 40: Manufacturer of cutting, finishing and surface preparation products, namely, garnet abrasive grains and powders, coated and bonded abrasives and blasting abrasives for industrial and commercial applications to the order and specification of others.	Barton Mines Corporation
ECOTEK	U.S.	87/377464 20-Mar-2017	5602178 06-Nov-2018	Declaration of Use 06-Nov- 2024	3: Industrial abrasives for use in material cutting, material cleaning, surface preparation, and blasting; mineral abrasives for material cutting, material cleaning, surface preparation, and blasting.	Barton Mines Corporation
FUSION	U.S.	87/269803 15-Dec-2016	5429375 20-Mar-2018	Declaration of Use 20-Mar- 2024	3: Industrial abrasives for use in material cutting, surface preparation, and blasting; mineral abrasives for material cutting, surface preparation, and blasting.	Barton Mines Corporation
HPA	U.S.	78/754702 15-Nov-2005	3486296 12-Aug-2008	Renewal due 12- Aug-2028	3: Waterjet abrasives, namely, garnet abrasive grains and powders for use in waterjet cutting machines.	Barton Mines Corporation
HPX	U.S.	78/863406 18-Apr-2006	3486398 12-Aug-2008	Renewal due 12- Aug-2028	3: Waterjet abrasives, namely, garnet abrasive grains and powders for use in waterjet cutting machines.	Barton Mines Corporation
HYDROBLOC	U.S.	87/469501 31-May-2017	5378195 16-Jan-2018	Declaration of Use due 16-Jan- 2024; renewal 16-Jan-2028	7: Water cutting machine accessories, namely, polypropylene surfaces for materials cutting; Waterjet cutting machine accessories, namely, polypropylene bricks which form a surface for cutting materials.	Barton Mines Corporation
MICROGARNET	U.S.	86/708608 29-Jul-2015	4876290 22-Dec-2015	Declaration of Use due 22-Dec- 2021; renewal due 22-Jun-2025	3: Micro waterjet abrasives, namely, garnet abrasive grains for use in micro waterjet cutting machine.	Barton Mines Corporation
THE BARTON GROUP	U.S.	76/083238 05-Jul-2000	2661435 17-Dec-2002	Renewal 17- Dec-2022	40: Manufacture of cutting, finishing and surface preparation products, namely, garnet abrasive grains and powders, coated and bonded abrasives and sandblasting abrasives for industrial and commercial applications to the order and specification of others.	Barton Mines Corporation

Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status/ Next Due Date	Class/Services	Owner
TRIDENT	U.S.	88/040488 17-Jul-2018	5701950 19-Mar-2019	Declaration of Use due 19- Mar-2025; renewal due 19- Mar-2029	7: Cutting heads being parts of waterjet cutting machines, and replacement parts thereof.	Barton Mines Corporation

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RECORDED: 05/12/2022