

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Techmer PM, LLC		09/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2807408	FIBER TECH	
Registration Number:	2849195	FIBER TECH	
Registration Number:	2856713	FIBER TECH	
Registration Number:	2870404	FIBER TECH	
Registration Number:	2809329	FIBER TECH	
Registration Number:	2809330	FIBER TECH	
Registration Number:	2944056	FIBERTECH	
Registration Number:	2957328	FIBERTECH	
Registration Number:	3001764	TECHMER	
Registration Number:	4064381	TECHSURF	
Registration Number:	2566740	HIFILL	
Registration Number:	2569333	HIFILL FR	
Serial Number:	88847080	MAXCHROMA	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

CH \$340.00 2807408

Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0680

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 09/01/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of September 1, 2022, is made by Techmer PM, LLC, a Delaware limited liability company, and Techmer Engineered Solutions, LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Antares Capital LP, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of September 1, 2022 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Techmer BB Bidco, LLC, a Delaware limited liability company (“**Borrower**”), the other Credit Parties party thereto from time to time, Agent, and the lenders from time to time party thereto, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of the Closing Date in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

1. **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of such Grantor’s United States Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

For clarity, no Excluded Property shall be deemed Trademark Collateral.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such Grantor's Trademarks and IP Agreements subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security 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.

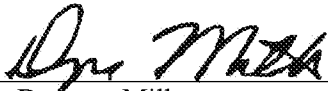
7. Loan Document. This Trademark Security Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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.

Very truly yours,

TECHMER PM, LLC,
a Delaware limited liability company,
TECHMER ENGINEERED SOLUTIONS, LLC,
a Delaware limited liability company
each as a Grantor


By: 
Name: Dwayne Miller
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007838 FRAME: 0157

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:  _____




Name: Brendan Condron

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	App. No. Filing Date	Reg. No. Reg. Date	Status	Owner
ELECTRAFIL	USA	73390578 27-SEP-1982	1260715 13-DEC-1983	Registered	Techmer Engineered Solutions, LLC
FIBER TECH	USA	78095962 30-NOV-2001	2807408 20-JAN-2004	Registered	Techmer PM, LLC
FIBER TECH	USA	78095966 30-NOV-2001	2849195 01-JUN-2004	Registered	Techmer PM, LLC
FIBER TECH	USA	78095972 30-NOV-2001	2856713 22-JUN-2004	Registered	Techmer PM, LLC
FIBER TECH (Stylized) 	USA	78096001 30-NOV-2001	2870404 03-AUG-2004	Registered	Techmer PM, LLC
FIBER TECH (Stylized) 	USA	78095983 30-NOV-2001	2809329 27-JAN-2004	Registered	Techmer PM, LLC
FIBER TECH (Stylized) 	USA	78095999 30-NOV-2001	2809330 27-JAN-2004	Registered	Techmer PM, LLC
FIBERTECH	USA	78408289 26-APR-2004	2944056 26-APR-2005	Registered	Techmer PM, LLC
FIBERTECH	USA	78408307 26-APR-2004	2957328 31-MAY-2005	Registered	Techmer PM, LLC
PLASLUBE	USA	72147817 27-JUN-1962	0747990 16-APR-1963	Registered	Techmer Engineered Solutions, LLC

Mark	Jurisdiction	App. No. Filing Date	Reg. No. Reg. Date	Status	Owner
TECHMER	USA	78467067 13-AUG- 2004	3001764 27-SEP-2005	Registered	Techmer PM, LLC
TECHSURF	USA	85116632 26-AUG- 2010	4064381 29-NOV-2011	Registered	Techmer PM, LLC
HIFILL	USA	76078447 28-JUN- 2000	2566740 07-MAY-2002	Registered	Techmer PM, LLC
HIFILL FR	USA	76079583 28-JUN- 2000	2569333 14-MAY-2002	Registered	Techmer PM, LLC

2. TRADEMARK APPLICATIONS

Mark	Jurisdiction	App. No. Filing Date	Reg. No. Reg. Date	Status	Owner
MAXCHROMA	USA	88847080 25-MAR-2020	—	Pending	Techmer PM, LLC