

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM752874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TECHMER ENGINEERED SOLUTIONS, LLC		09/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1260715	ELECTRAFIL	
<b>Registration Number:</b>	0747990	PLASLUBE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0680		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		
<b>DATE SIGNED:</b>	09/01/2022		
<b>Total Attachments: 6</b>			
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Antares Capital LP, as the First Lien Agent, and the Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

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 and Techmer Engineered Solutions, LLC (collectively, the "**Grantors**" and each, a "**Grantor**") in favor of Antares Capital LP, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Second 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, the 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 Second Lien Guaranty and Security Agreement dated as of the Closing Date in favor of the 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 each Grantor is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with the 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 the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

- (a) all of its 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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.

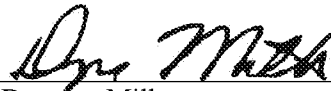
8. Intercreditor Agreement Controls. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent hereunder pursuant to or in connection with this Trademark Security Agreement, the terms of this Trademark Security Agreement, and the exercise of any rights or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

[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: 0256**

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Agent




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

Name: Brendan Condron

Title: Duly Authorized Signatory

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

1. Trademark Registrations and Applications

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
MAXCHROMA	USA	88847080 25-MAR- 2020	—	Pending	Techmer PM, LLC