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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM755466

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Radix Wire & Cable, LLC		09/15/2022	Limited Liability Company: OHIO	

### **RECEIVING PARTY DATA**

Name:	Twin Brook Capital Partners, LLC	
Street Address:	111 South Wacker Drive	
Internal Address:	36th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark		
Registration Number:	5007568	DURALIFE		
Registration Number:	5044493	RADIX		
Registration Number:	4299356	SILAVOLT		
Registration Number:	3332575	DURABLEND		
Registration Number:	2589421	SIL-A-BLEND		
Registration Number:	2640542	DURAFLEX		

### **CORRESPONDENCE DATA**

Fax Number:

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:** 14155911000

Email: TrademarksCH@winston.com

Correspondent Name: Becky L. Troutman, Winston & Strawn LLP

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/mp
DATE SIGNED:	09/15/2022

TRADEMARK REEL: 007848 FRAME: 0102

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# **Total Attachments: 5**

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### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>"), dated as of September 15, 2022, is made by Radix Wire & Cable, LLC, an Ohio limited liability company ("<u>Grantor</u>"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of September 15, 2022, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.
- 2. <u>Grant of Security Interest</u>. 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 grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks, including, without limitation, those U.S. Trademark registrations and applications referred to on <u>Schedule 1</u> 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.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. <u>Purpose</u>. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms. Grantor hereby authorizes Agent and their designees to record this Agreement with the United States Patent and Trademark Office or any other applicable governmental authority at Agent's expense.

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- 4. <u>Acknowledgment</u>. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.
- 6. <u>Governing Law.</u> THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Radix Wire & Cable, LLC, as Grantor,

By:

Name: Jeffrey Leone
Title: President

Signature Page to Trademark Security Agreement

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: Kimbern Trick (Sep. 14, 2022 11:20 CDY)

Name: Kim Trick

Title: Head of Underwriting

## SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations and Applications**

Mark	App. No.	Filed	Reg. No.	Reg. Date	Owner	Country
DURALIFE	86845236	12/10/15	5007568	7/26/16	Radix Wire & Cable, LLC	United States
RADIX	86888616	1/27/16	5044493	9/20/16	Radix Wire & Cable, LLC	United States
SILAVOLT	85622507	5/11/12	4299356	3/5/13	Radix Wire & Cable, LLC	United States
DURABLEN D	78879528	5/9/06	3332575	11/6/07	Radix Wire & Cable, LLC	United States
SIL-A- BLEND	76024205	4/12/00	2589421	7/2/02	Radix Wire & Cable, LLC	United States
DURAFLEX	76125731	9/11/00	2640542	10/22/02	Radix Wire & Cable, LLC	United States

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**RECORDED: 09/15/2022**