

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756920

| | | | |
|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Davlyn Manufacturing Co., LLC | | 09/22/2022 | Limited Liability Company: DELAWARE |
| Darco Southern, LLC | | 09/22/2022 | Limited Liability Company: DELAWARE |
| Davlyn Group Holdings, LLC | | 09/22/2022 | Limited Liability Company: DELAWARE |
| Norfab, LLC | | 09/22/2022 | Limited Liability Company: DELAWARE |
| Amatex, LLC | | 09/22/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Webster Bank, National Association | | |
| Street Address: | 1 Fayette Street, Suite 400 | | |
| City: | Conshohocken | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 19428 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 90473821 | TEPHREX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175236850 | | |
| <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> | | | |
| Phone: | 617-523-2700 | | |
| Email: | susan.dinicola@hklaw.com | | |
| Correspondent Name: | Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |
| NAME OF SUBMITTER: | Susan C. DiNicola | | |
| SIGNATURE: | /Susan C. DiNicola/ | | |

OP \$40.00 90473821

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|---------------------|------------|
| DATE SIGNED: | 09/22/2022 |
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of September 22, 2022, is made by and among DAVLYN MANUFACTURING CO., LLC, a Delaware limited liability company ("Davlyn"), DARCO SOUTHERN, LLC, a Delaware limited liability company ("Darco"), and DAVLYN GROUP HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), NORFAB, LLC, a Delaware limited liability company ("Norfab"), and AMATEX, LLC, a Delaware limited liability company ("Amatex" and together with Davlyn, Darco, Holdings and Norfab, each individually a "Borrower" and collectively, the "Borrowers") and each Additional Grantor that may become a party hereto after the date hereof (each of the Grantors and each Additional Grantor being a "Grantor" and collectively the "Grantors") in favor of WEBSTER BANK, NATIONAL ASSOCIATION (the "Lender"), having a business address of 1 Fayette Street, Suite 400, Conshohocken, Pennsylvania 19428.

WHEREAS, Borrowers and Lender are parties to that certain First Amendment to Credit Agreement, dated the date hereof (as amended, or otherwise modified from time to time, the "First Amendment"), which amends that certain Credit Agreement dated as of November 6, 2020 (as amended, modified, supplemented, extended and restated from time to time, the "Credit Agreement"; capitalized terms and references used herein and not otherwise defined herein have the meanings ascribed to them in the Credit Agreement), pursuant to which Lender has agreed, from time to time, to extend credit to or for the account of Borrowers, subject to the condition, among others, that Borrowers grant to Lender a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Lender for the benefit of the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "Trademark Collateral"):

(a) all trademarks and trademark applications, including, the trademark registrations set forth on Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DAVLYN MANUFACTURING CO., LLC

By: Patricia J. Rauch
Name: Patricia Rauch
Title: Chief Financial Officer

DARCO SOUTHERN, LLC

By: Patricia J. Rauch
Name: Patricia Rauch
Title: Chief Financial Officer

DAVLYN GROUP HOLDINGS, LLC

By: Patricia J. Rauch
Name: Patricia Rauch
Title: Chief Financial Officer

NORFAB, LLC

By: Patricia J. Rauch
Name: Patricia Rauch
Title: Chief Financial Officer

AMATEX, LLC

By: Patricia J. Rauch
Name: Patricia Rauch
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Agreed and accepted by:

WEBSTER BANK, NATIONAL ASSOCIATION,

as Lender

By: 

Name: Kent Nelson

Title: Senior Vice President

**SCHEDULE 1
TRADEMARKS**

U.S. Trademark Registrations and Trademark Applications

| <u>Mark</u> | <u>Registration No.</u> | <u>Serial No.</u> | <u>Country</u> | <u>Filed</u> | <u>Registered</u> | <u>Owner</u> |
|-------------|-------------------------|-------------------|----------------|--------------|-------------------|-------------------------------|
| TEPHREX | Pending | 90473821 | US | 1/19/2021 | Pending | Davlyn Manufacturing Co., LLC |

Foreign Trademark Registrations and Applications

| <u>Mark</u> | <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Owner</u> |
|-------------|--|-------------------------|--------------------------|-------------------------------|
| DAVLYN | Brazil | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |
| DAVLYN | Canada | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |
| DAVLYN | Colombia | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |
| DAVLYN | European Union (Community) | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |
| DAVLYN | Int'l Registration - Madrid Agreement / Protocol | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |
| DAVLYN | Korea, Republic of | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |
| DAVLYN | Mexico | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |
| DAVLYN | United Kingdom | 1518437 | 10-17-2019 | Davlyn Manufacturing Co., LLC |