

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759411

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|---|-------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Carlstar Group LLC | | 10/04/2022 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TCG Senior Funding L.L.C. | | |
| Street Address: | One Vanderbilt Avenue, Suite 3400 | | |
| Internal Address: | c/o The Carlyle Group | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6828639 | INVASION | |
| Registration Number: | 6828470 | DURA TRAIL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 617-248-5000 | | |
| Email: | tmadmin@choate.com | | |
| Correspondent Name: | Sara M. Bauer | | |
| Address Line 1: | Two International Place | | |
| Address Line 2: | Choate Hall & Stewart LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 2013444-0006 | | |
| NAME OF SUBMITTER: | Catherine C. Maresh | | |
| SIGNATURE: | /Catherine C. Maresh/ | | |
| DATE SIGNED: | 10/06/2022 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this “IP Security Agreement Supplement”), dated as of October 4, 2022, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of TCG Senior Funding L.L.C., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, THE CARLSTAR GROUP LLC, a Delaware limited liability company (the “Lead Borrower”), THE CARLSTAR GROUP ULC, a Nova Scotia unlimited company (the “Canadian Borrower”), CARLSTAR INTERMEDIATE HOLDINGS I LLC, a Delaware limited liability company (“Ultimate Holdings”) and CARLSTAR INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company (“Holdings” and, together with Ultimate Holdings, “Holdings”) have entered into the ABL Credit Agreement, dated as of July 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with each lender from time to time party thereto and TCG SENIOR FUNDING L.L.C., as Administrative Agent, Collateral Agent, Swingline Lender, and as Sole Lead Arranger and Sole Bookrunner. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered or otherwise become bound by that certain U.S. Security Agreement, dated as of July 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Intellectual Property Security Agreement, dated as of July 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO, the USCO, and/or the CIPO, as applicable.

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

1. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of the Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

(a) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in

United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (d), the security interest created hereby shall not extend to, and the term “Additional Collateral,” shall not include any property which is not “Collateral” pursuant to the terms of the Security Agreement, and no property which is not “Collateral” need be listed on any schedule to this IP Security Agreement Supplement.

2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement Supplement.

5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Governing Law; Jurisdiction; Etc. The Grantor hereby acknowledges and agrees that Sections 10.15, 10.16 and 10.17 of the Credit Agreement shall apply to this Agreement mutatis mutandis.

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

Very truly yours,

THE CARLSTAR GROUP LLC

By: _____

Name: Max Narancich

Title: Chief Financial Officer

**Schedule A to the
Intellectual Property
Security Agreement Supplement**

Registered Trademarks

UNITED STATES TRADEMARKS:

| Owner | Mark | Registration Date (YYYY/MM/DD) | Registration Number |
|---------------------------|-------------|---|----------------------------|
| The Carlstar Group LLC | INVASION | 2022/08/23 | 6828639 |
| The Carlstar Group LLC | DURA TRAIL | 2022/08/23 | 6828470 |