

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM759504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primex, Inc.		10/05/2022	Corporation: WISCONSIN
Primex Wireless, Inc.		10/05/2022	Corporation: WISCONSIN
Combex, Inc.		10/05/2022	Corporation: WISCONSIN

## RECEIVING PARTY DATA

<b>Name:</b>	CONTEXT CREDIT HOLDINGS, LP
<b>Street Address:</b>	One Belmont Avenue
<b>Internal Address:</b>	Suite 630
<b>City:</b>	Bala Cynwyd
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19004
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 48

Property Type	Number	Word Mark
Registration Number:	4742141	ACU RITE
Registration Number:	5055049	ACURITE
Registration Number:	4587626	ACURITE
Registration Number:	4221150	ACURITE
Registration Number:	5306443	ACURITE
Registration Number:	0686877	ACU-RITE
Registration Number:	2216255	ACU-RITE
Registration Number:	4942102	ACU RITE
Registration Number:	5770206	ACURITE ACCESS
Registration Number:	6714176	ACURITE AIR
Registration Number:	5751751	ACURITE ATLAS
Registration Number:	6467470	ACURITE ATLAS
Registration Number:	6442659	ACURITE IRIS
Registration Number:	6442660	ACURITE NOTOS
Registration Number:	6450151	ACURITE OLYMPUS SERIES
Registration Number:	2584934	ATOMIX

OP \$1215.00 4742141

Property Type	Number	Word Mark
Registration Number:	2756515	ATOMIX
Registration Number:	2671211	ATOMIX
Registration Number:	6569527	BETTER DECISIONS, EVERY DAY
Registration Number:	3457178	CHANEY
Registration Number:	3422261	DESIGNED TO WORK FOR YOU
Registration Number:	6191797	INFOBOARD
Registration Number:	3252382	INTELLI-TIME
Registration Number:	4119273	IT'S MORE THAN ACCURATE, IT'S ACU-RITE
Registration Number:	1673806	KLOCKIT
Registration Number:	5272404	
Registration Number:	6576791	KNOW YOUR ENVIRONMENT
Registration Number:	6521011	KNOW YOUR HOME ENVIRONMENT
Registration Number:	6569528	KNOW WHEN TO TAKE ACTION
Registration Number:	6191798	MINIBOARD
Registration Number:	5142161	MY ACURITE
Registration Number:	5306434	MY ACURITE
Registration Number:	5306465	MY ACURITE
Registration Number:	3669961	MY BACKYARD WEATHER
Registration Number:	6639885	ONEVUE
Registration Number:	6639884	ONEVUE
Registration Number:	6318205	ONEVUE NOTIFY
Registration Number:	6639886	ONEVUE SENSE
Serial Number:	90748978	ONEVUE SENSE CHILLCHECK
Serial Number:	88748344	ONEVUE SYNC
Registration Number:	4074345	PLAN YOUR DAY WITH CONFIDENCE!
Registration Number:	6045214	PRIMEX
Registration Number:	6175979	PRIMEX
Registration Number:	4651915	PRIMEX WIRELESS
Registration Number:	2865451	PRIMEX WIRELESS
Registration Number:	5369701	QUARTEX
Registration Number:	2626479	SET AND FORGET
Registration Number:	3422258	THE BEST IN TIME

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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: 800-713-0755

Email: Results-UCCTeam6@wolterskluwer.com

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Gabriela Zapata
<b>SIGNATURE:</b>	/Gabriela Zapata/
<b>DATE SIGNED:</b>	10/06/2022

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of October 5, 2022 by PRIMEX, INC., a Wisconsin corporation ("Primex"), PRIMEX WIRELESS, INC., a Wisconsin corporation ("Primex Wireless") COMBEX, INC., a Wisconsin corporation ("Combex" and together with Primex and Primex Wireless and any other Person who from time to time becomes a Borrower under the Loan Agreement, collectively, the "Grantors" and each individually, a "Grantor") in favor of CONTEXT CREDIT HOLDINGS, LP, a Delaware limited liability partnership (together with its successors and assigns, "Lender"):

### W I T N E S S E T H

WHEREAS, each Grantors, certain Grantors' affiliates and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, each Grantor has granted to Lender a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, Copyright or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Each Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

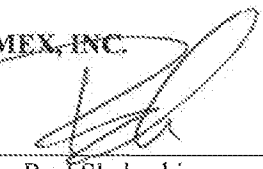
6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 9.8 of the Loan Agreement.

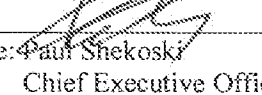
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

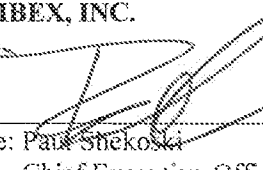
**PRIMEX, INC.**

By:  (SEAL)  
Name: Paul Shekoski  
Title: Chief Executive Officer

**PRIMEX WIRELESS, INC.**

By:  (SEAL)  
Name: Paul Shekoski  
Title: Chief Executive Officer

**COMBEX, INC.**

By:  (SEAL)  
Name: Paul Shekoski  
Title: Chief Executive Officer

*[Signature page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 007861 FRAME: 0151**

Agreed and Accepted  
as of the date first written above:

**CONTEXT CREDIT HOLDINGS, LP**

By: Meredith L. Carter (SEAL)  
Name: Meredith L. Carter  
Its: President and Chief Executive Officer

**SCHEDULE 1**

(a) Patents

<b>Grantor</b>	<b>Patent</b>	<b>Registration Date</b>	<b>Patent Number</b>
Primex, Inc.	WIRELESS SYNCHRONOUS TIME SYSTEM	2005-03-29	6,873,573
Primex, Inc.	WIRELESS SYNCHRONOUS TIME SYSTEM	2008-11-25	7,457,200
Primex, Inc.	WIRELESS SYNCHRONOUS TIME SYSTEM	2008-08-12	7,411,869
Primex, Inc.	TEMPERATURE MEASURING APPARATUS	2006-05-16	7,044,637
Primex, Inc.	SELF-CALIBRATING BAROMETER	2009-12-29	7,637,141
Primex Wireless, Inc.	ADAPTIVE MESH SYNCHRONIZED TIME NETWORK	2021-01-05	10,887,856
Combex, Inc. DBA Chaney Instrument Company	WEATHER SENSOR	2009-12-03	001183248
Combex, Inc. DBA Chaney Instrument Company	WEATHER SENSOR	2009-12-03	9001183248-0001
Combex, Inc. DBA Chaney Instrument Company	WEATHER SENSOR	2010-04-13	D613628
Combex, Inc. DBA Chaney Instrument Company	MULTIPURPOSE WEATHER MEASUREMENT INSTRUMENT SENSOR SYSTEM	2017-07-04	9696459
Combex, Inc. DBA Chaney Instrument Company	REMOTE WEATHER SENSOR	2013-02-12	D675944



Combex, Inc. DBA Chaney Instrument Company	METHODS AND APPARATUS FOR SHARING PERSONAL SENSOR DATA	2015-10-06	9154559
Combex, Inc. DBA Chaney Instrument Company	OUTDOOR WEATHER SENSOR	2018-06-26	D821230
Combex, Inc. DBA Chaney Instrument Company	OUTDOOR WEATHER SENSOR	2018-05-22	D818378
Combex, Inc. DBA Chaney Instrument Company	WEATHER SENSOR MOUNTING SYSTEM	2021-06-29	11048019

(b) Trademarks

Grantor	Trademark	Registration Date	Registration Number
Combex, Inc. DBA Chaney Instrument Company	ACU RITE	5/26/2015	4742141
Combex, Inc. DBA Chaney Instrument Company	ACURITE	10/4/2016	5055049
Combex, Inc. DBA Chaney Instrument Company	ACURITE	8/19/2014	4587626
Combex, Inc. DBA Chaney Instrument Company	ACURITE	10/9/2012	4221150
Combex, Inc. DBA Chaney Instrument Company	ACURITE	10/10/2017	5306443
Combex, Inc.	ACU-RITE	10/20/1959	0686877
Combex, Inc.	ACU-RITE	1/5/1999	2216255
Combex, Inc. DBA Chaney Instrument Company	ACURITE & DESIGN	4/19/2016	4942102

Combex, Inc. DBA Chaney Instrument Company	ACURITE ACCESS	6/4/2019	5770206
Combex, Inc. DBA Chaney Instrument Company	ACURITE AIR	4/26/2022	6714176
Combex, Inc. DBA Chaney Instrument Company	ACURITE ATLAS	5/14/2019	5751751
Combex, Inc. DBA Chaney Instrument Company	ACURITE ATLAS	8/31/2021	6467470
Combex, Inc. DBA Chaney Instrument Company	ACURITE IRIS	8/3/21	6442659
Combex, Inc. DBA Chaney Instrument Company	ACURITE NOTOS	8/3/2021	6442660
Combex, Inc. DBA Chaney Instrument Company	ACURITE OLYMPUS SERIES	8/10/2021	6450151
Chaney Instrument Company, A Division of Combex, Inc.	ATOMIX	6/25/2002	2584934
Combex, Inc. DBA Chaney Instrument Company	ATOMIX	8/26/2003	2756515
Chaney Instrument Company, A Division of Combex, Inc.	ATOMIX & DESIGN	1/7/2003	2671211
Combex, Inc. DBA Chaney Instrument Company	BETTER DECISIONS, EVERY DAY	11/23/2021	6569527
Chaney Instrument Company, A Division of Combex, Inc.	CHANEX	7/1/2008	3457178
Chaney Instrument Company, A Division of Combex, Inc.	DESIGNED TO WORK FOR YOU	5/6/2008	3422261
Primex Wireless, Inc.	INFOBOARD	11/3/2020	6191797
Combex, Inc. DBA Chaney Instrument Company	INTELLI-TIME	6/12/2007	3252382

Combex, Inc.	IT'S MORE THAN ACCURATE, IT'S ACU-RITE	3/27/2012	4119273
Primex, Inc.	KLOCKIT	1/28/1992	1673806
Primex, Inc.	KLOCKIT DESIGN	8/22/2017	5272404
Combex, Inc. DBA Chaney Instrument Company	KNOW YOUR ENVIRONMENT	11/3/2021	6576791
Combex, Inc. DBA Chaney Instrument Company	KNOW YOUR HOME ENVIRONMENT	10/12/2021	6521011
Combex, Inc. DBA Chaney Instrument Company	KNOW WHEN TO TAKE ACTION	11/23/2021	6569528
Primex Wireless, Inc.	MINIBOARD	11/3/2020	6191798
Combex, Inc. DBA Chaney Instrument Company	MY ACURITE	2/14/2017	5142161
Combex, Inc. DBA Chaney Instrument Company	MY ACURITE	10/10/2017	5306434
Combex, Inc. DBA Chaney Instrument Company	MY ACURITE & DESIGN	10/10/2017	5306465
Combex, Inc. DBA Chaney Instrument Company	MY BACKYARD WEATHER	8/18/2009	3669961
Primex Wireless, Inc.	ONEVUE	2/8/2022	6639885
Primex Wireless, Inc.	ONEVUE	2/8/2022	6639884
Primex Wireless, Inc.	ONEVUE NOTIFY	4/13/2021	6318205
Primex Wireless, Inc.	ONEVUE SENSE	2/8/2022	6639886
Primex, Inc.	ONEVUE SENSE CHILLCHECK		Serial No. 90748978
Primex Wireless, Inc.	ONEVUE SYNC		Serial No. 88748344
Combex, Inc. DBA Chaney Instrument Company	PLAN YOUR DAY WITH CONFIDENCE!	12/20/2011	4074345

Primex Wireless, Inc.	PRIMEX	5/5/2020	6045214
Primex Wireless, Inc.	PRIMEX	10/13/2020	6175979
Primex Wireless, Inc.	PRIMEX WIRELESS	12/9/2014	4651915
Primex Wireless, Inc.	PRIMEX WIRELESS	7/20/2004	2865451
Primex, Inc.	QUARTEX	1/2/2018	5369701
Combex, Inc.	SET AND FORGET	9/24/2002	2626479
Chaney Instrument Company, A Division of Combex, Inc.	THE BEST IN TIME	5/6/2008	3422258

(c) Copyrights

Grantor	Copyright	Registration Date	Registration Number
Combex, Inc.; Primex, Inc.; Primex Wireless, Inc.	Instruction for the ratio controlled clock movements & 4 other titles.	10/2/2017	V9951D971
Primex, Inc.	Instructions for the radio controlled clock movements.	9/9/1997	TXu000797055
Primex, Inc.	Kockit : [catalog].	5/9/1985	CSN0059509
Primex, Inc.	Primex talking yellow pages-- commercials.	12/9/1991	Pau001585025
Primex Wireless, Inc.	Scheduler.	7/23/2003	TXu001155303
Primex Wireless, Inc.	Scheduler; computer software / Created by LS Research, Inc.	12/18/2003	V3504D062