

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763174

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OGS Technologies, LLC	FORMERLY OGS Technologies, LLC	10/21/2022	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Connecticut Growth Fund II Limited Partnership		
Street Address:	45 Noad Road		
Internal Address:	c/o Ironwood Capital Connecticut I LLC		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2944972	LUSTRE-BRITE	
Registration Number:	2891668	MIRRA-BRITE	
Registration Number:	2378234	SUPERIOR QUALITY	
CORRESPONDENCE DATA			
Fax Number:	2037843199		
<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>			
Email:	trademarks@carmodylaw.com		
Correspondent Name:	Carmody Torrance Sandak & Hennessey LLP		
Address Line 1:	195 Church Street		
Address Line 2:	P.O. Box 1950		
Address Line 4:	New Haven, CONNECTICUT 06509-1950		
ATTORNEY DOCKET NUMBER:	31551-8		
NAME OF SUBMITTER:	Linda M. Freed		
SIGNATURE:	/Linda M. Freed/		
DATE SIGNED:	10/24/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated as of October 21, 2022, is made by OGS Technologies, LLC (formerly known as OGS Technologies, Inc.), a Connecticut limited liability company (the “**Grantor**”), Connecticut Growth Fund II Limited Partnership (“**CGF II**”), as collateral agent (in such capacity, the “**Agent**”) for itself and Advantage Capital Connecticut Partners V, Limited Partnership (“**ACP V**” and together with CGF II, individually and collectively, hereinafter referred to as “**Investor**”).

Reference is made to that certain Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Loan and Security Agreement**”), by and among the Grantor, the Grantor’s parent company, OGS Technologies Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and Investor. Investor has agreed to make certain loans to the Grantor and Holdings, as co-borrowers, subject to the terms and conditions set forth in the Loan and Security Agreement.

WHEREAS, as a condition precedent to Investor’s extension of such loans, the Grantor has granted to the Agent for the benefit of Investor, pursuant to the Loan and Security Agreement, a continuing second priority security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Loan and Security Agreement and not otherwise defined herein are used herein as defined in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent for the benefit of Investor a continuing second priority security interest (subject only to the security interest of Senior Creditor) in all of the Grantor’s right, title and interest, present and future, in and to the following (collectively, the “**Trademarks**”): (a) all trademarks, trade names, trade styles, service marks, prints and labels on which trademarks, trade names, trade styles and service marks have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State and/or Commonwealth thereof, or any other country or political subdivision thereof, all whether now owned or hereafter acquired by the Grantor; (b) all reissues, extensions or renewals thereof and all licenses thereof; and (c) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, the Trademarks set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor to the Agent for the benefit of Investor under this Trademark Security Agreement is made to secure the payment and performance, as the case may be, in full of the Obligations.

SECTION 4. Recordation; Termination. The Grantor authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Trademark Security Agreement.

When the Obligations are paid and satisfied in full and Investor's commitment to extend further credit to the Grantor and Holdings under the terms of the Loan and Security Agreement has terminated, the Grantor shall be authorized to make (or cause its representative to make) the necessary filing(s) with the United States Patent and Trademark Office to release and discharge the Lien evidenced by this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.


SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Loan and 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 Agent and/or Investor with respect to the Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and to the extent there is any inconsistency between the terms of this Trademark Security Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall control.

SECTION 7. Intercreditor Agreement. Notwithstanding anything to the contrary in this Trademark Security Agreement, the rights of the Agent and Investor hereunder are subject to the terms of the Intercreditor Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

OGS TECHNOLOGIES, LLC, Grantor

By: 

David Fraser
Its Manager
Duly Authorized

**CONNECTICUT GROWTH FUND II,
LIMITED PARTNERSHIP, as the Agent**

By: Ironwood Capital Connecticut I LLC
Its Attorney-in-Fact and Co-Manager

By: _____
Name: Victor R. Budnick
Title: Managing Member

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

OGS TECHNOLOGIES, LLC, Grantor

By: _____

David Fraser
Its Manager
Duly Authorized

**CONNECTICUT GROWTH FUND II,
LIMITED PARTNERSHIP, as the Agent**

By: Ironwood Capital Connecticut I LLC
Its Attorney-in-Fact and Co-Manager

By: Victor R. Budnick

Name: Victor R. Budnick
Title: Managing Member

SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

	<u>Trademark</u>	<u>Status</u>	<u>Registration Number</u>	<u>Date of Registration</u>
1.	Lustre – Brite	Registered	2,944,972	April 26, 2005
2.	Mirra – Brite	Registered	2,891,668	October 5, 2004
3.	Superior Quality	Registered	2,378,234	August 15, 2000