

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766604

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
301 Edison Holdings, Inc.		10/26/2022	Corporation: DELAWARE
Eriks Corporation		10/26/2022	Corporation: DELAWARE
Eriks CNC Flow Control LTD.		10/26/2022	a limited company organized under the laws of British Columbia: CANADA
Eriks Rubber and Gaskets, Inc.		10/26/2022	Corporation: DELAWARE
0923508 B.C. Unlimited Liability Company		10/26/2022	British Columbia Unlimited Liability Company: CANADA
Eriks Industrial Services ULC		10/26/2022	a British Columbia unlimited liability company: CANADA
Leader Gasket Technologies, Inc.		10/26/2022	Corporation: DELAWARE
LGC Group Holdings, Inc.		10/26/2022	Corporation: DELAWARE
Eriks North America, Inc.		10/26/2022	Corporation: PENNSYLVANIA
Eriks Seals and Plastics, Inc.		10/26/2022	Corporation: DELAWARE
C&C Industries, Inc.		10/26/2022	Corporation: TEXAS
Eriks Industrial Services LP		10/26/2022	Limited Partnership: CANADA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	1180 Peachtree Street NW #1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4156087	ALKY - ONE
Registration Number:	3738486	CGG
Registration Number:	3460392	LONG LIFE
Registration Number:	2580534	SHARK

TRADEMARK

REEL: 007887 FRAME: 0354

900730896

OP \$215.00 4156087

Property Type	Number	Word Mark
Registration Number:	1384272	IRPCO
Registration Number:	3152763	FORCE
Registration Number:	3641631	KAG
Registration Number:	0949345	GOODALL

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hkllaw.com,alyssa.mcleod@hkllaw.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/
DATE SIGNED:	11/08/2022

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “Patent and Trademark Security Agreement”), dated as of October 26, 2022, is made by and among the grantors listed on the signature pages hereto (each a “Grantor”, and collectively, the “Grantors”), and REGIONS BANK, in its capacity as administrative agent and collateral agent (the “Administrative Agent”) on behalf of the Lenders (as defined below).

W I T N E S S E T H:

A. **WHEREAS**, pursuant to that certain Credit Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of March 31, 2022, among (A) 301 EDISON HOLDINGS, INC., a Delaware corporation (“Edison Holdings”); (B) upon consummation of the Closing Date Acquisition, the Subsidiaries of Edison Holdings identified on the signature pages thereto and any other Subsidiaries of Edison Holdings that may become Borrowers thereunder (each of such Subsidiaries, together with Edison Holdings, jointly and severally, the “Borrowers” and, each, a “Borrower”); (C) any other Credit Parties party thereto from time to time; (D) the financial institutions from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”); (E) REGIONS BANK, an Alabama bank, in its capacities as a Lender, the Swing Line Lender and LC Issuer; and (F) Administrative Agent, pursuant to which the Lenders, Swing Line Lender and LC Issuer have severally agreed to make extensions of credit to the Credit Parties upon the terms and subject to the conditions set forth therein.

B. **WHEREAS**, pursuant to that certain Security Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), dated of the March 31, 2022, among Borrowers, the other Credit Parties party thereto from time to time, and Administrative Agent, the Borrowers and the other Credit Parties granted Administrative Agent, for the benefit of the Secured Parties, a Lien in the Collateral (including the Patent and Trademark Collateral (as defined below));

C. **WHEREAS**, to induce Administrative Agent and Lenders to make extensions of credit to the Credit Parties, the Grantors are required to execute and deliver to the Administrative Agent this Patent and Trademark Security Agreement.

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

1. **DEFINED TERMS**. All capitalized terms used herein but not otherwise defined herein or in the above recitals have the meanings given to them in the Credit Agreement and the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK COLLATERAL**. Each Grantor hereby grants to the Administrative Agent (for itself and on behalf of the Secured Parties) a continuing first priority security interest in all of such Grantor’s right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the “Patent and Trademark Collateral”):

(a) all of its patents and all patent licenses providing for the grant by or to such Grantor of any right under any patent, including, without limitation, those referred to on Schedule I hereto;

(i) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(ii) 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; and

(b) all of its trademarks and all trademark licenses providing for the grant by or to such Grantor of any right under any trademark, including, without limitation, those referred to on Schedule II hereto;

(i) all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iii) 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.

3. SECURITY FOR OBLIGATIONS. This Patent and Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent and Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Administrative Agent and the Lenders whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving any Grantor.

4. SECURITY AGREEMENT. This Patent and Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Patent and Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Credit Agreement and the Security Agreement, and the Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with their terms. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, in each case, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Credit Agreement and the Security Agreement

(and all rights and remedies of the Administrative Agent and the Lenders thereunder), in each case, shall remain in full force and effect in accordance with its terms. To the extent there is a conflict between the Credit Agreement, the Security Agreement and this Patent and Trademark Security Agreement, the Credit Agreement or the Security Agreement, as applicable, shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patents and/or trademarks, the provisions of the Credit Agreement, the Security Agreement and this Patent and Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantors' obligations under this Section, each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Patent and Trademark Security Agreement by amending the schedules hereto to include any such new patent and/or trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent and Trademark Security Agreement or amend the schedules hereto shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on the schedules hereto.

6. COUNTERPARTS. This Patent and Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent and Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Patent and Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of law principles thereof.

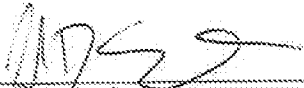
8. TERMINATION. Upon payment and satisfaction in full of the Obligations and the termination of the Credit Agreement, the Loan Documents and the Revolving Commitments thereunder, this Patent and Trademark Security Agreement shall terminate, and the Administrative Agent, at Grantors' expense, shall release the liens and security interests created by this Patent and Trademark Security Agreement.

[Signature Pages Follow]

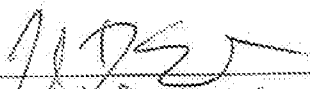
IN WITNESS WHEREOF, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered, under seal, by its duly authorized officer as of the date first set forth above.

GRANTORS:

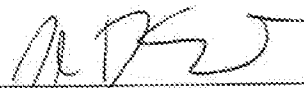
301 EDISON HOLDINGS, INC., a
Delaware corporation

By: 
Name: J. D. Stewart
Title: Vice President

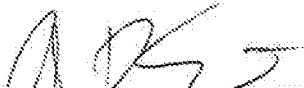
ERIKS CORPORATION, a Delaware
corporation

By: 
Name: J. D. Stewart
Title: Vice President

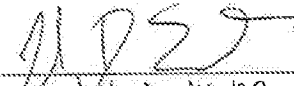
ERIKS CNC FLOW CONTROL LTD., a
limited company organized under the laws
of British Columbia

By: 
Name: J. D. Stewart
Title: Vice President

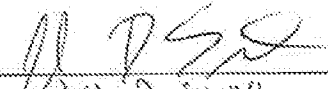
ERIKS RUBBER AND GASKETS, INC.,
a Delaware corporation

By: 
Name: J. D. Stewart
Title: Vice President

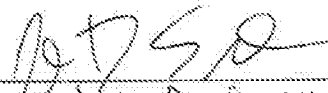
0923508 B.C. UNLIMITED LIABILITY COMPANY, a British Columbia unlimited liability company

By: 
Name: Joel D. Newark
Title: Vice President

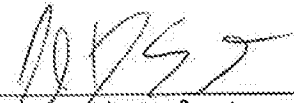
ERIKS INDUSTRIAL SERVICES ULC, a British Columbia unlimited liability company

By: 
Name: Joel D. Newark
Title: Vice President

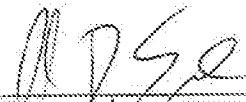
ERIKS INDUSTRIAL SERVICES LP, an Ontario limited partnership, by its general partner, ERIKS INDUSTRIAL SERVICES ULC

By: 
Name: Joel D. Newark
Title: Vice President

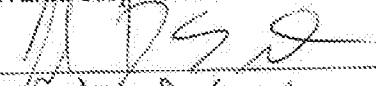
LEADER GASKET TECHNOLOGIES, INC., a Delaware corporation

By: 
Name: Joel D. Newark
Title: Vice President

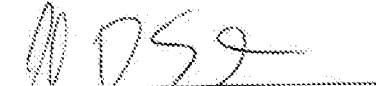
LGC GROUP HOLDINGS, INC., a Delaware corporation

By: 
Name: Joel D. Newark
Title: Vice President

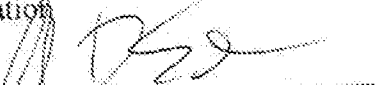
ERIKS NORTH AMERICA, INC., a
Pennsylvania corporation

By: 
Name: Joel D. Stewart
Title: Vice President

ERIKS SEALS AND PLASTICS, INC., a
Delaware corporation


By: 
Name: Joel D. Stewart
Title: Vice President

C&C INDUSTRIES, INC., a Texas
corporation

By: 
Name: Joel D. Stewart
Title: Vice President

ADMINISTRATIVE AGENT:

REGIONS BANK

By: 
Name: Aaron Wade
Title: Managing Director

SCHEDULE I

Patents

<u>Applicant</u>	<u>Owner</u>	<u>Patent</u>	<u>Application/Registration No.</u>	<u>Jurisdiction</u>
Quantum Supply Ltd.	Eriks CNC Flow Control Ltd.	Gate Valve	2779721	Canada
Eriks N.V.	Eriks North America, Inc.	Alky-One Gasket	13/966159 9388924	USPTO
Eriks N.V.	Eriks North America, Inc.	Alky-One Gasket	15/204521 10161549	USPTO
Eriks N.V.	Eriks North America, Inc.	Alky-One Gasket	16/212976 10774963	USPTO

Patent Licenses

None

SCHEDULE II

Trademark Registrations/Applications

Owned Marks

Mark	Grantor	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
ALKY-ONE	Eriks North America, Inc.	100%	United States of America	4156087
CGG	Eriks North America, Inc.	100%	United States of America	3738486
LONG LIFE	Eriks North America, Inc.	100%	United States of America	3460392
SHARK	Eriks North America, Inc.	100%	United States of America	2580534
IRPCO	Eriks North America, Inc.	100%	United States of America	1384272
FORCE	C&C Industries	100%	United States of America	3152763
KAG	Eriks North America, Inc.	100%	United States of America	3641631
	Eriks North America, Inc.	100%	United States of America	0949345
C & C	C&C Industries, Inc. DBA C&C CORPORATION	100%	Canada	TMA812990
CNC FLOW CONTROL	C&C Industries, Inc., DBA C&C	100%	Canada	1820050
STRIPES & DESIGN	Eriks North America, Inc.	100%	Canada	TMA253945
RUBBER HOSE DESIGN	Eriks North America, Inc.	100%	Canada	TMA245066
PYROGARD	0923508 B.C. UNLIMITED LIABILITY COMPANY	100%	Canada	TMA250735
LONG LIFE	Eriks North America, Inc.	100%	Canada	TMA755711

HARDROK	Eriks North America, Inc.	100%	Canada	TMA754493
DANTE	Eriks North America, Inc.	100%	Canada	TMA754379
ELEPHANT HIDE	Eriks North America, Inc.	100%	Canada	TMA754377
GOODALL	Eriks North America, Inc.	100%	Canada	TMA749552
CENTURY 2000	Eriks North America, Inc.	100%	Canada	TMA748381
INFERNO	Eriks North America, Inc.	100%	Canada	TMA754375
SUPER HARDROK II	Eriks North America, Inc.	100%	Canada	TMA754376
HARDROK	Eriks North America, Inc.	100%	Canada	TMA123329
GOODALL DESIGN	Eriks North America, Inc.	100%	Canada	TMA215179
FORCE	C&C Industries, Inc.	100%	Canada	TMA812556

Trademark Licenses

Grantor	Mark	Name and Address of Licensor
C&C Industries, Inc. DBA C&C CORPORATION	FORCE	Dongsan Valve Co., Ltd. #777-2, Hwajang-dong, Yeosu-si Jeollanam-do 555-110 Republic of Korea