# OP \$40.00 6310853

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM768225

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KTM Industries, Inc.		09/06/2022	Corporation: MICHIGAN

#### **RECEIVING PARTY DATA**

Name:	Horizon Technology Finance Corporation		
Street Address:	312 Farmington Ave.		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Corporation: CONNECTICUT		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6310853	NICE PACKAGE

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 8602846434

**Email:** nicole@horizontechfinance.com

Correspondent Name: Nicole Pappa

**Address Line 1:** 312 Farmington Ave.

Address Line 4: Farmington, CONNECTICUT 06032

NAME OF SUBMITTER:	Nicole Pappa
SIGNATURE:	/s/ Nicole Pappa
DATE SIGNED:	11/16/2022

**Total Attachments: 2** 

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TRADEMARK REEL: 007903 FRAME: 0162

### GRANT OF SECURITY INTEREST TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 6, 2022, is executed by KTM Industries, Inc., a Michigan corporation with an address of 2325 Jarco Dr, Holt, MI 48842 ("Debtor"), in favor of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation with an address of 312 Farmington Avenue, Farmington, Connecticut 06032 ("Secured Party").

- A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;
- B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on <u>Schedules 1-A and 1-B</u> annexed hereto as part hereof (collectively, the "<u>Trademarks</u>");
- C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

KTM Industries, Inc.

Name: Walker Dales

Title: Chief Financial Officer

# SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

# **TRADEMARKS**

Trademark	Owner	Registration Number	Registration Date
NICE PACKAGE	KTMIndustries Inc.	6 310 853	March 30, 2021

# SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

## TRADEMARK APPLICATIONS

Trademark Owner Application Number Application Date
Application

N/A

TRADEMARK REEL: 007903 FRAME: 0164

**RECORDED: 11/16/2022**