

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUXIUM SOLUTIONS, LLC		12/01/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	0938344	SAPHIKON	
Registration Number:	0956122	BICRON	
Registration Number:	1051622	POLYSCIN	
Registration Number:	1091209	BICRON	
Registration Number:	2996069	IT'S WHAT'S INSIDE THAT COUNTS!	
Registration Number:	2996070	BRILLANCE IT'S WHAT'S INSIDE THAT COUNTS	
Registration Number:	3016314	PRELUDE IT'S WHAT'S INSIDE THAT COUNTS!	
Registration Number:	3027443	NXGEN IT'S WHAT'S INSIDE THAT COUNTS!	
Registration Number:	3301596	CLASS	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	057697-30250		

CH \$240.00 0938344

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/02/2022
Total Attachments: 5 source=Project Butterfly - Trademark Security Agreement (Executed)#page1.tif source=Project Butterfly - Trademark Security Agreement (Executed)#page2.tif source=Project Butterfly - Trademark Security Agreement (Executed)#page3.tif source=Project Butterfly - Trademark Security Agreement (Executed)#page4.tif source=Project Butterfly - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT dated as of December 1, 2022 (this “Agreement”), among the undersigned Grantors (collectively, the “Grantors” and each, a “Grantor”) and KEYBANK NATIONAL ASSOCIATION, as Administrative Agent.

Reference is made to (a) the Credit Agreement, dated as of December 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Luxium Solutions Intermediate S.à r.l., a private limited liability company (*société à responsabilité limitée*), incorporated and existing under the laws of Luxembourg, having its registered office address at 53, Boulevard Royal, L – 2449 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés, Luxembourg*) under number B268361 (“Holdings”), Luxium Solutions Group S.à r.l., a private limited liability company (*société à responsabilité limitée*), incorporated and existing under the laws of Luxembourg, having its registered office address at 53, Boulevard Royal, L – 2449 Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés, Luxembourg*) under number B268366 (“Intermediate Holdings”), Luxium Solutions, LLC, a Delaware limited liability company (“Borrower”), the Lenders and the Issuing Bank from time to time party thereto and the Administrative Agent, and (b) the Collateral Agreement, dated as of December 1, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Intermediate Holdings, the Borrower, the other Subsidiary Grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement or the applicable Security Document did, and hereby does, grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest to (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in

the United States Patent and Trademark Office, all extensions or renewals thereof, and all common law rights related thereto, including in the case of any Grantor, those listed on Schedule II;

(b) all goodwill associated therewith or symbolized thereby; and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Excluded Assets. Notwithstanding anything to the contrary contained in the foregoing, the security interest created hereby shall not extend to, and the term “Trademark Collateral” shall not include any “intent-to-use” Trademark application for which a statement of use or an amendment to allege use (or similar notice with respect thereto) has not been filed with the United States Patent and Trademark Office, but only until such statement or amendment has been filed and/or to the extent in which the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” Trademark application under applicable federal law.

SECTION 4. Collateral Agreement and other Security Documents. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement or the applicable Security Document. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement or the applicable Security Document, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement or the applicable Security Document, the terms of the Collateral Agreement or such Security Document, as applicable, shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by electronic imaging (e.g., “pdf”) shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution”, “signed”, “signature” and words of like import herein shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on the electronic platform DocuSign, digital copies of a signatory’s manual signature and deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LUXIUM SOLUTIONS, LLC

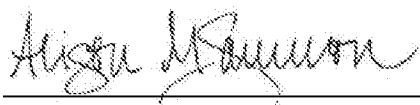
by Michael E. Cahill
Name: Michael Cahill
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LUXIUM SOLUTIONS, LLC,

by _____
Name:
Title:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent,

by  _____
Name: Alison Sammon
Title: Managing Director

SCHEDULE I

Trademarks/Trade Names

U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Expiration Date</u>
Luxium Solutions, LLC	SAPHIKON	0938344	07/25/2032
Luxium Solutions, LLC	BICRON	0956122	03/27/2023
Luxium Solutions, LLC	POLYSCIN	1051622	11/02/2025
Luxium Solutions, LLC	BICRON	1091209	05/16/2027
Luxium Solutions, LLC	IT'S WHAT'S INSIDE THAT COUNTS!	2996069	09/13/2024
Luxium Solutions, LLC	BRILANCE IT'S WHAT'S INSIDE THAT COUNTS	2996070	09/13/2024
Luxium Solutions, LLC	PRELUDE IT'S WHAT'S INSIDE THAT COUNTS Design	3016314	11/15/2024
Luxium Solutions, LLC	NXGEN IT'S WHAT'S INSIDE THAT COUNTS! and Design	3027443	11/15/2025
Luxium Solutions, LLC	CLASS	3301596	10/04/2027

U.S. Trademark Applications

None.