

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777891

|   |   |                       |   |
|---|---|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Interest Agent Agreement |                       |   |
| <b>CONVEYING PARTY DATA</b>   |   |                       |   |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>                          |
| MUFG Union Bank, N.A., as collateral agent  |   | 01/03/2023            | National Banking Association: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |   |                       |   |
| <b>Name:</b>  | MUFG Bank, Ltd., as collateral agent        |                       |   |
| <b>Street Address:</b>  | 1251 Avenue of the Americas                 |                       |   |
| <b>City:</b>  | New York                                    |                       |   |
| <b>State/Country:</b>   | NEW YORK                                    |                       |   |
| <b>Postal Code:</b>   | 10020                                       |                       |   |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |   |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |   |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 5037345                                     | SILVUS                |   |
| <b>Registration Number:</b>   | 3594129                                     | SILVUS                |   |
| <b>CORRESPONDENCE DATA</b>  |   |                       |   |
| <b>Fax Number:</b>  |   |                       |   |
| <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> |   |                       |   |
| <b>Phone:</b>   | 212.318.6000                                |                       |   |
| <b>Email:</b>   | JeffreyNegron@PaulHastings.com              |                       |   |
| <b>Correspondent Name:</b>  | Jeffrey Negron                              |                       |   |
| <b>Address Line 1:</b>  | Paul Hastings LLP                           |                       |   |
| <b>Address Line 2:</b>  | 200 Park Avenue                             |                       |   |
| <b>Address Line 4:</b>  | New York, NEW YORK 10166                    |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Jeffrey M. Negron                           |                       |   |
| <b>SIGNATURE:</b>   | /s/ Jeffrey M. Negron                       |                       |   |
| <b>DATE SIGNED:</b>   | 01/03/2023                                  |                       |   |
| <b>Total Attachments: 6</b>   |   |                       |   |
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| source=Unfiled Silvus_Agent Transfer - Assignment of IP Interests_RF_7104_0495 - TM#page2.tif   |   |                       |   |
| source=Unfiled Silvus_Agent Transfer - Assignment of IP Interests_RF_7104_0495 - TM#page3.tif   |   |                       |   |

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## TRADEMARK SECURITY INTEREST AGENT AGREEMENT

This **TRADEMARK SECURITY INTEREST AGENT AGREEMENT** (this “Agreement”) is entered into as of January 3, 2023, by and between **MUFG UNION BANK, N.A.** in its capacity as the resigning collateral agent (“Resigning Agent”) and **MUFG BANK, LTD.** in its prospective capacity as the successor collateral agent (“Successor Agent”).

**WHEREAS**, Resigning Agent is a party to that certain Trademark Security Agreement entered into as of November 12, 2020 with the Grantor (as that term is defined in the Trademark Security Agreement), and such Trademark Security Agreement is recorded at Reel/Frame: 7104/0495;

**WHEREAS**, pursuant to the Trademark Security Agreement, Resigning Agent was granted, for the benefit of the Secured Parties (as that term is defined in that certain Security Agreement dated November 12, 2020), a continuing first priority security interest in the Grantors’ Trademarks (as that term is defined in the Trademark Security Agreement), including the trademarks listed on Schedule A attached hereto;

**WHEREAS**, pursuant to that certain Amendment No. 1 to the Credit Agreement by and among Resigning Agent, Successor Agent, Grantor, Silvus Technologies Holdings Inc. and the various lenders party thereto from time to time, dated as of December 30, 2022 (“Amendment No. 1”), Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

**WHEREAS**, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

**IN CONSIDERATION** of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

### **Assignment**

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the Effective Date (as that term is defined in Amendment No. 1), all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement (other than those rights that expressly survive the resignation pursuant to the Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified and in effect prior to the date hereof)), including Resigning Agent’s first priority security interest in the Grantors’ Trademarks.

(b) Effective as of the Effective Date, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original collateral agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent (other than those rights and benefits that expressly survive the resignation pursuant to the Credit Agreement, as amended, restated, amended and restated, supplemented or otherwise modified and in effect prior to the date hereof) under the Trademark Security Agreement shall be terminated.

(c) The Resigning Agent further agrees, at the Borrower's (as that term is defined in Amendment No. 1) behest, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreement to the Successor Agent; and (ii) execute and deliver to Successor Agent or Borrower such additional documents and shall provide such additional information as Successor Agent or Borrower may reasonably request to carry out the terms of this Agreement.

### **Acknowledgment of Grantors**

The security interest assigned to Assignee as the new collateral agent for the Secured Parties pursuant to this Assignment, has been granted in conjunction with the security interest granted pursuant to the Security Agreement and Trademark Security Agreement, and the Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Grantor's Trademarks to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as that term is defined in the Trademark Security Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Grantor's Trademarks are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

### **Miscellaneous**

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

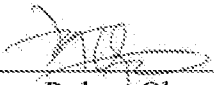
*[Signature pages follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

**MUFG UNION BANK, N.A.**,  
in its capacity as the Resigning Agent

By: Matthew Dalany  
Name: Matthew Dalany  
Title: Managing Director

**MUFG BANK, LTD.,**  
in its capacity as the Successor Agent

By:   
Name: Robert Okuyama  
Title: Director

**SCHEDULE A**

**UNITED STATES TRADEMARKS:**

Registrations:

| <u>OWNER</u>                 | <u>REGISTRATION<br/>NUMBER</u> | <u>TRADEMARK</u> |
|------------------------------|--------------------------------|------------------|
| Silvus<br>Technologies, Inc. | 5037345                        | SILVUS           |
| Silvus<br>Technologies, Inc. | 3594129                        | SILVUS           |