

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM785777

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Productivity Quality Systems, LLC		02/07/2023	Limited Liability Company: DELAWARE
The Detroit Gauge & Tool Company, LLC		02/07/2023	Limited Liability Company: DELAWARE
Elsmar, LLC		02/07/2023	Limited Liability Company: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	Golub Capital LLC, as Collateral Agent
<b>Street Address:</b>	200 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10166
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
<b>Registration Number:</b>	1437292	QUALITY LINE
<b>Registration Number:</b>	1439849	PQ SYSTEMS
<b>Registration Number:</b>	1442894	SQCPACK
<b>Registration Number:</b>	1456255	GAGEPACK
<b>Registration Number:</b>	1703263	TOTAL QUALITY TRANSFORMATION
<b>Registration Number:</b>	1807257	PRODUCTIVITY-QUALITY SYSTEMS
<b>Registration Number:</b>	2412610	CHARTRUNNER
<b>Registration Number:</b>	4389918	STATBOARD
<b>Registration Number:</b>	5234252	QUALITY ELINE
<b>Registration Number:</b>	5319101	QUALITY ADVISOR
<b>Registration Number:</b>	6146210	PI VIZPACK
<b>Registration Number:</b>	6146241	MEASUREMENT INTELLIGENCE
<b>Registration Number:</b>	2641828	QUALTREND
<b>Registration Number:</b>	2794946	WINSPC
<b>Registration Number:</b>	6696564	DATANET

OP \$440.00 1437292

Property Type	Number	Word Mark
Registration Number:	6939643	ELSMAR COVE
Serial Number:	97455260	PQ NEXUS

# **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:** 2023704750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Rodney Boulware

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1906520 TM
<b>NAME OF SUBMITTER:</b>	Amanda Tyson
<b>SIGNATURE:</b>	/Amanda Tyson/
<b>DATE SIGNED:</b>	02/09/2023

## **Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 7, 2023, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Golub Capital LLC (“Golub”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Chase Midco Holdings (f/k/a Berry Midco Holdings, LLC), LLC, a Delaware limited liability company (“Holdings”) and Chase Intermediate, LLC (f/k/a Berry Intermediate, LLC), a Delaware limited liability company (the “Borrower”) have entered into that certain Credit Agreement, dated as of October 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders from time to time party thereto and Golub, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of October 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any

registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP 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. The words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures 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 or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for 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.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

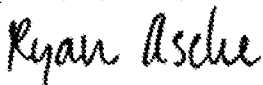
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

**THE DETROIT GAUGE AND TOOL COMPANY,  
LLC  
PRODUCTIVITY QUALITY SYSTEMS, LLC  
ADVANTIVE LLC**

By:   
Name: Ryan Asche  
Title: Chief Financial Officer

**ELSMAR, LLC**

By: Productivity Quality Systems, LLC  
Its: Sole Member   
By: \_\_\_\_\_  
Name: Ryan Asche  
Title: Chief Financial Officer

**GOLUB CAPITAL LLC,**  
as Collateral Agent

By: 

Name: Robert G. Tuchscherer

Title: Senior Managing Director

## PATENTS, TRADEMARKS AND COPYRIGHTS

### I PATENTS

#### 1. Issued Patents

Title	Patent Number	Issue Date	Owner
PROCESS COST ANALYSIS SYSTEM	9,020,625	4/28/2015	The Detroit Gauge & Tool Company, LLC

#### 2. Patent Applications

None.

### II TRADEMARKS

#### 1. Registered Trademarks

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
Quality Line	9-15-1986	73619889	1,437,292	4-21-1987 (Renewed 5-26-2017)	Productivity Quality Systems, LLC
PQ Systems	9-18-1986	73620692	1,439,849	5-18-1987 (Renewed 2-6-2017)	Productivity Quality Systems, LLC
SQCpack	9-15-1986	73619892	1,442,894	6-16-1987 (Renewed 3-1-2017)	Productivity Quality Systems, LLC
GAGEpack	9-15-1986	73619890	1,456,255	9-8-1987 (Renewed 6-26-2017)	Productivity Quality Systems, LLC
TOTAL QUALITY TRANSFORMATION	9-30-1991	74208106	1,703,263	7-28-1992 (Filed Renewal 7-11-2022)	Productivity Quality Systems, LLC
PRODUCTIVITY-QUALITY SYSTEMS	3-15-1993	74368061	1,807,257	11-30-1993 (Renewed 9-9-2013)	Productivity Quality Systems, LLC
CHARTRUNNER	1-31-2000	75906977	2,412,610	12-12-2000 (Renewed 7-28-2010)	Productivity Quality Systems, LLC
STATBOARD <sup>1</sup>	1-22-2013	76713266	4,389,918	8-27-2013	Productivity Quality Systems, LLC
QUALITY ELINE	11-28-2016	76719958	5,234,252	7-4-2017 (Filed 5YR)	Productivity Quality

<sup>1</sup> 10 Year Renewal notification will be due by August 27, 2023.



				Declaration 7-11-22)	Systems, LLC
QUALITY ADVISOR <sup>2</sup>	5-30-2017	87467675	5,319,101	10-24-2017	Productivity Quality Systems, LLC
PI VIZPACK	1-23-2020	88771077	6,146,210	9-8-2020	Productivity Quality Systems, LLC
MEASUREMENT INTELLIGENCE	1-27-2020	88774503	6,146,241	9-8-2020	Productivity Quality Systems, LLC
QUALTREND	11-14-2000	76164819	2,641,828	10-29-2002	The Detroit Gauge & Tool Company, LLC
WINSPC	1-28-2003	78207713	2,794,946	12-16-2003	The Detroit Gauge & Tool Company, LLC
DATANET	4-12-2022	90303412	6,696,564	4-12-2022	The Detroit Gauge & Tool Company, LLC
ELSMAR COVE	11-1-2021	97102382	6,939,643	1-3-2023	Elsmar, LLC

## 2. Trademark Application

Trademark	Application Number	Application Date	Owner
PQ NEXUS	SN: 97455260	6-13-2022	Productivity Quality Systems, LLC

## III COPYRIGHTS

### 1. Registered Copyrights:

Title	Registration Number	Publication Date	Registration Date	Owner
GAGEpack	TXu000464578	N/A	1991	Productivity Quality Systems, LLC
QDS/on-line	TXu000458731	N/A	1991	Productivity Quality Systems, LLC

<sup>2</sup> 5 Year Declarations filed after October 24, 2022 and should be paid anytime up to October 24, 2023.

SQCpack 3.1	TXu000466964	N/A	1991	Productivity Quality Systems, LLC
SQCpack plus 1.2	TXu000466951	N/A	1991	Productivity Quality Systems, LLC
CHARTrunner Lean 3.0	TX0008479816	9-11-2014	2014	Productivity Quality Systems, LLC
GAGEpack 12.0	TX0008479822	3-16-2017	2017	Productivity Quality Systems, LLC
PQ Chart Core	TXu002072009	N/A	2017	Productivity Quality Systems, LLC
ProSPC	TXu002072011	N/A	2017	Productivity Quality Systems, LLC
SQCpack 7.0	TX0008479808	8-4-2017	2017	Productivity Quality Systems, LLC
PQ Nexus User Interface	TXu002345350	N/A	2022	Productivity Quality Systems, LLC
PQ Nexus API	TXu002337792	N/A	2022	Productivity Quality Systems, LLC
SQCpack 8	TX0009178427	1-8-2021	2022	Productivity Quality Systems, LLC
GAGEpack 13	TX0009172260	11-13-2020	2022	Productivity Quality Systems, LLC
PI VIZpack	TX0009166119	1-2-2020	2022	Productivity Quality Systems, LLC