

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM786838

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MOTT CORPORATION		02/14/2023	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	201 Broad Street, Suite 430		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2107948	GASSHIELD PENTA	
<b>Registration Number:</b>	5459894	PERFECTPEAK	
<b>Registration Number:</b>	5459902	PERFECTPEAK	
<b>Registration Number:</b>	1041700	MOTT	
<b>Registration Number:</b>	1420927	HYPULSE	
<b>Registration Number:</b>	1730297	NANOMETAL	
<b>Registration Number:</b>	1672979	GAS SHIELD	
<b>Registration Number:</b>	1439629	GASSAVER	
<b>Registration Number:</b>	6114035	CERAHELIX	
<b>Registration Number:</b>	6164899	PICOHELIX	
<b>Registration Number:</b>	6164900	NANOHELIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173417701		
<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>	16173417721		
<b>Email:</b>	michelle.bramwell@morganlewis.com		
<b>Correspondent Name:</b>	Michelle Bramwell		
<b>Address Line 1:</b>	One Federal Street		
<b>Address Line 2:</b>	c/o Morgan, Lewis & Bockius LLP		

CH \$290.00 2107948

**Address Line 4:** Boston, MASSACHUSETTS 02110

**NAME OF SUBMITTER:** Michelle Bramwell

**SIGNATURE:** /Michelle Bramwell/

**DATE SIGNED:** 02/14/2023

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 14<sup>th</sup> day of February, 2023, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the Secured Parties.

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of February 14, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Mott Corporation, a Connecticut corporation (the “Borrower”), the Guarantors party thereto, the Lenders party thereto, and the Administrative Agent, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, that certain Security and Pledge Agreement, dated as of February 14, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, this 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(a) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its United States Trademarks, including the registrations and applications referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Administrative Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Without limiting Grantors' obligations under the Security Agreement, Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

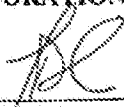
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 16 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**MOTT CORPORATION**

By:   
Name: Timothy Ludlow  
Title: Chief Financial Officer

**ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**PNC BANK, NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

[MOTT -- SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007970 FRAME: 0065**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

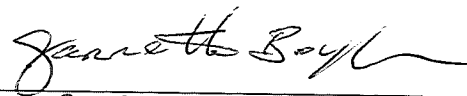
**MOTT CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADMINISTRATIVE AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**PNC BANK, NATIONAL ASSOCIATION**

By:   
Name: GARRETH BOYLE  
Its Authorized Signatory

[MOTT – SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007970 FRAME: 0066**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Mott Corporation	Gasshield Penta	2107948	5/20/1996 10/21/1997
Mott Corporation	Perfectpeak	5459894	10/20/2016 5/1/2018
Mott Corporation	Perfectpeak (Stylized) And Design	5459902	10/28/2016 5/1/2018
Mott Corporation	Mott	1041700	5/22/1974 6/22/1976
Mott Corporation	Hypulse	1420927	5/2/1986 12/16/1986
Mott Corporation	Nanometal	1730297	5/3/1990 11/3/1992
Mott Corporation	Gas Shield	1672979	5/3/1990 1/21/1992
Mott Corporation	Gassaver (Supplemental Register)	1439629	1/24/1986 5/12/1987
Mott Corporation	Cerahelix	6114035	4/17/2018 7/28/2020
Mott Corporation	Cerahelix (Eu Clone)	Uk00917968806	3/1/2019
Mott Corporation	Cerahelix	17968806	3/1/2019
Mott Corporation	Cerahelix	30355049	2/14/2019
Mott Corporation	Cerahelix	30368986	2/14/2019
Mott Corporation	Picohelix	6164899	1/28/2019 9/29/2020
Mott Corporation	Picohelix	4249131	3/1/2020
Mott Corporation	Picohelix	41569669	6/21/2020

Mott Corporation	Picohelix	41569667	6/21/2020
Mott Corporation	Picohelix	39966452	4/14/2020
Mott Corporation	Picohelix (Eu Clone)	Uk00918100559	12/4/2019
Mott Corporation	Picohelix	18100559	12/4/2019
Mott Corporation	Picohelix	6232606	3/4/2020
Mott Corporation	Nanohelix	6164900	1/28/2019 9/29/2020
Mott Corporation	Nanohelix	4249132	3/1/2020
Mott Corporation	Nanohelix (Eu Clone)	Uk00918100563	12/4/2019
Mott Corporation	Nanohelix	18100563	12/4/2019
Mott Corporation	Nanohelix	6232607	3/4/2020