

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
King Nutronics, LLC		03/01/2023	Limited Liability Company: DELAWARE
Raptor Labs HoldCo, LLC		03/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Graycliff Mezzanine III (SBIC) LP, as Agent		
<b>Street Address:</b>	500 Fifth Avenue, 47th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10110		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6555783	RAPTOR SCIENTIFIC	
<b>Registration Number:</b>	6555784	RAPTOR SCIENTIFIC	
<b>Registration Number:</b>	4619424	KING NUTRONICS CORPORATION	
<b>Registration Number:</b>	4745872	KING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>	7043311000		
<b>Email:</b>	amberwest@mvalaw.com, PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	100 North Tryon Street, Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202-4003		
<b>ATTORNEY DOCKET NUMBER:</b>	048925.006		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	03/01/2023		

OP \$115.00 6555783

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 1st day of March, 2023, by KING NUTRONICS, LLC, a Delaware limited liability company ("KN"), RAPTOR LABS HOLDCO, LLC, a Delaware limited liability company ("Holdings" and together with KN, collectively the "Grantors" and each a "Grantor"), in favor of GRAYCLIFF MEZZANINE III (SBIC) LP, having a place of business at 500 Fifth Avenue, 47<sup>th</sup> Floor, New York, NY 10110, as agent for the Lenders (hereinafter defined) (together with its successors and assigns in such capacity, "Agent").

WHEREAS, the Grantors own the United States Trademarks and Trademark Applications, Patents and Patent Applications, Copyrights and Copyright Applications, as applicable, listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Holdings, RAPTOR LABS INTERMEDIATE, LLC, a Delaware limited liability company ("Intermediate Holdings"), SPACE ELECTRONICS LLC, a Delaware limited liability company ("SE"), SENSOR CONCEPTS, LLC, a Delaware limited liability company ("SCI"), TESTVONICS, INC., a New Hampshire corporation ("TestVonics") and, upon consummation of the King Nutronics Acquisition, KN (KN, together with Intermediate Holdings, SE, SCI, TestVonics and each Person that becomes a borrower thereunder, individually, each a "Borrower," and collectively, the "Borrowers"), the financial institutions described therein (the "Lenders"), and Agent have entered into that certain Senior Subordinated Credit Agreement, dated as of March 1, 2023 (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Pledge and Security Agreement, dated as of March 1, 2023, between, *inter alios*, the Grantors, the other Grantors from time to time party thereto, and the Agent (as the same may be amended, restated, amended and restated, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms in the Security Agreement), each Grantor has granted to Agent, for the benefit of the Secured Creditors, a security interest in substantially all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Each Grantor does hereby grant to Agent, for the benefit of the Secured Creditors (as defined in the Credit Agreement), a security interest in the following property, wherever arising or located (the "IP Collateral"): all of such Grantor's right, title and interest in, to and under the United States Trademarks and Trademark applications, United States Patents and Patent applications, and United States Copyrights and Copyright applications, as applicable, referred to on Schedule A hereto, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Credit Agreement) to the contrary, "IP Collateral" shall not include (a) applications for registration of Trademarks filed on an intent to use basis for which no statement of use or amendment to allege use has been filed, but only to the extent that, and solely during the period if any in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent-to-use" trademark registrations issuing from such application under applicable federal law and/or (b) any other Excluded Collateral.

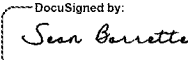
2. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of New York as in effect from time to time.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

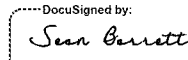
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

GRANTORS:

KING NUTRONICS, LLC


By:  \_\_\_\_\_  
Name: Sean Barrette  
Title: President

RAPTOR LABS HOLDCO, LLC


By:  \_\_\_\_\_  
Name: Sean Barrette  
Title: President

**SCHEDULE A**

**Trademark Applications**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Word Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
Raptor Labs HoldCo, LLC	U.S.	RAPTOR SCIENTIFIC	6555783	November 9, 2021
Raptor Labs HoldCo, LLC	U.S.	RAPTOR SCIENTIFIC Logo 	6555784	November 9, 2021

**Trademarks**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
King Nutronics, LLC	U.S.	KING NUTRONICS CORPORATION	Reg. No. 4619424	October 14, 2014
King Nutronics, LLC	U.S.	KING (Stylized) 	Reg. No. 4745872	June 2, 2015

**Patents**

<b>Grantor</b>	<b>Jurisdiction</b>	<b>Patent Title</b>	<b>Patent Publication No. and Date</b>	<b>Patent Application No. and Date</b>
King Nutronics, LLC	U.S.	MULTI-FLUID PRECISION CALIBRATION PRESSURE SOURCE	US9309898 4/12/16	US13/771006 2/19/13
King Nutronics, LLC	U.S.	MULTI-FLUID PRECISION CALIBRATION PRESSURE SOURCE	US10385835 8/20/19	US15/094104 4/8/16

King Nutronics, LLC	U.S.	AUTOMATED CLEANING SYSTEM FOR INTERNAL CAVITIES OF PRESSURE INSTRUMENTS	US11446716 9/20/22	US16/871337 5/11/20
King Nutronics, LLC	U.S.	MULTI-FLUID PRECISION CALIBRATION PRESSURE SOURCE	US202001413 97A1 5/7/20	US16/544777 8/19/19
King Nutronics, LLC	U.S.	AUTOMATED CLEANING SYSTEM FOR INTERNAL CAVITIES OF PRESSURE INSTRUMENTS		US17/933019 9/16/22
King Nutronics, LLC	U.S.	DRY WELL TEMPERATURE CALIBRATORS, COOLING SYSTEMS, AND METHODS	US202200428 61A1 2/10/22	US17/444363 8/3/21

SCHEDULE A