

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KING NUTRONICS, LLC		03/01/2023	Limited Liability Company: DELAWARE
RAPTOR LABS HOLDCO, LLC		03/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CADENCE BANK		
Street Address:	1333 West Loop South		
Internal Address:	Suite 1800		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6555783	RAPTOR SCIENTIFIC	
Registration Number:	6555784	RAPTOR SCIENTIFIC	
Registration Number:	4619424	KING NUTRONICS CORPORATION	
Registration Number:	4745872	KING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136201780		
Email:	rbugarin@sheppardmullin.com		
Correspondent Name:	Rosa Bugarin - Sheppard Mullin Richter		
Address Line 1:	333 S Hope Street		
Address Line 2:	43rd Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1422		
NAME OF SUBMITTER:	Rosa Bugarin		
SIGNATURE:	/Rosa Bugarin/		

CH \$115.00 6555783

DATE SIGNED:	03/01/2023
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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 CADENCE BANK, having a place of business at 1333 West Loop South, Suite 1800, Houston, Texas 77027, as collateral agent for the Lenders (hereinafter defined) (together with its successors and assigns in such capacity, “Collateral 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”), CADENCE BANK, as administrative agent for the Lenders (together with its successors and assigns in such capacity, “Administrative Agent”), and as Collateral Agent have entered into that certain 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, the Administrative Agent and the Collateral 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 Collateral 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 Collateral 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 validity or enforceability of such “intent-to-use” trademark applications (or the resulting trademark registrations) or (b) any other Excluded

Collateral.

2. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral 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: Sean Barrette
Name: Sean Barrette
Title: President

RAPTOR LABS HOLDCO, LLC


By: Sean Barrette
Name: Sean Barrette
Title: President

SCHEDULE A

Trademark Applications

Grantor	Jurisdiction	Word Mark	Serial No.	Filing Date
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

Grantor	Jurisdiction	Trademark	Registration Number	Registration Date
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

Grantor	Jurisdiction	Patent Title	Patent Publication No. and Date	Patent Application No. and Date
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,	U.S.	AUTOMATED	US11446716	US16/871337

LLC		CLEANING SYSTEM FOR INTERNAL CAVITIES OF PRESSURE INSTRUMENTS	9/20/22	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