

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797705

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Korbitec Inc.		03/24/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Collateral Agent		
Street Address:	245 Park Avenue		
Internal Address:	44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88512129	XCHANGEDOCS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESS.BAJADA-BARTLETT@LW.COM		
Correspondent Name:	JESSICA BAJADA-BARTLETT		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0168		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	03/27/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 24, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by KORBITEC INC., a company incorporated under the laws of the Province of Ontario (the “**New Grantor**”), in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

PRELIMINARY STATEMENTS

WHEREAS, reference is made to that certain Credit Agreement, dated as of December 3, 2021 (the “**Credit Agreement**”), among DYE & DURHAM LIMITED, an Ontario corporation, DYE & DURHAM CORPORATION, an Ontario Corporation, the other Guarantors party thereto from time to time, ARES CAPITAL CORPORATION, as Administrative Agent and as Collateral Agent (in such capacities, the “**Agent**”), each lender from time to time party thereto (collectively, the “**Lenders**” and, individually, a “**Lender**”) and the L/C Issuers from time to time party thereto;

WHEREAS, the New Grantor and certain other grantors are party to that certain Canadian Security Agreement, dated as of December 3, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Credit Agreement, the New Grantor is required to execute and deliver this Agreement to grant a security interest to the Collateral Agent in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the New Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the meaning given to them (including by reference) in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 As security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, including the Guaranteed Obligations, the New Grantor hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by the New Grantor or which the New Grantor at any time in the future may own or acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all applications, registrations

and recordings thereof, including the registrations and registration applications in the United States Patent & Trademark Office listed on Schedule A;

(b) all goodwill connected with the use thereof and symbolized thereby, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof, (iii) rights to sue for past, present and future infringements, dilutions, and other violations thereof, and (iv) all other rights, priorities and privileges arising thereunder or pertaining thereto throughout the world; and

(c) all Proceeds thereof.

For the purposes hereof, “Proceeds” shall mean all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect from time to time in the State of New York.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto and acceptance thereof by the United States Patent and Trademark Office, to the extent, if any, and solely during the period, if any, in which, the grant or a security interest therein would impair the validity or enforceability of any registration issuing from such Trademark application under applicable federal law.

SECTION 2.3 Financing Statements. The New Grantor acknowledges that pursuant to Section 9-509(b) of the Uniform Commercial Code as in effect from time to time in the State of New York and any other applicable law, the Collateral Agent is authorized to file or record financing or continuation statements, and amendments thereto, and other filing or recording documents or instruments with respect to the Trademark Collateral in such form and in such offices as the Collateral Agent reasonably determines appropriate to perfect or maintain the perfection of the security interests of the Collateral Agent under this Agreement. The New Grantor agrees that such financing statements may describe the collateral in the same manner as described in Section 2.1 or such other description as the Agent, in its sole judgment, determines is necessary or advisable. A photographic or other reproduction of this Agreement shall be sufficient as a financing statement or other filing or recording document or instrument for filing or recording in any jurisdiction.

SECTION 3. GOVERNING LAW.

SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

SECTION 4. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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.

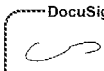
[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KORBITEC INC.

DocuSigned by:

By: _____

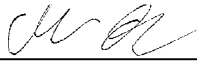


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Name: Charlie MacCready

Title: Secretary

ARES CAPITAL CORPORATION, as Collateral
Agent

By:  _____

Name: Mark Affolter

Title: Authorized Signatory

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Registration No.	Registration Date
XCHANGEDOCS	88512129	6252214	January 19, 2021