

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM800526

<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>
Tex-Tech Engineered Composites, LLC		04/04/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KCAP Management, LLC		
<b>Street Address:</b>	295 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5978965	HITCO RACING	
<b>Registration Number:</b>	0624549	REFRASIL	
<b>Registration Number:</b>	0694429	REF RASIL	
<b>Registration Number:</b>	0694106	REF RASIL	
<b>Registration Number:</b>	0695740	REFRASIL	
<b>Registration Number:</b>	0429707	REFRASIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	212.318.6000		
<b>Email:</b>	yoosonlee@paulhastings.com		
<b>Correspondent Name:</b>	Yooson Sandy Lee		
<b>Address Line 1:</b>	Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Yooson Sandy Lee		
<b>SIGNATURE:</b>	/s/ Yooson Sandy Lee		
<b>DATE SIGNED:</b>	04/04/2023		

OP \$165.00 5978965

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **April 4, 2023** between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **KCAP MANAGEMENT, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below). Capitalized terms used herein not otherwise defined herein has the meanings ascribed thereto in the Pledge and Security Agreement.

### RECITALS:

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of August 24, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional applications and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill related thereto, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

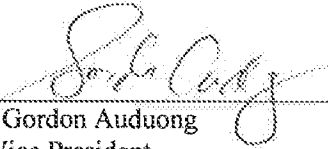
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.


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

**TEX-TECH ENGINEERED COMPOSITES, LLC,**  
as a Grantor

By:   
Name: Gordon Auduong  
Title: Vice President

KCAP MANAGEMENT, LLC, as Collateral Agent

By:   
Name: Dayl Pearson  
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]


SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Patents

Title	Internal Code	Country	Date of Filing	Patent Number	Patent Grant Date	Status
Internally Vented Brake Disk with Improved Heat Dissipation	2006/033	US	5/21/2007	US 8353392	1/15/2013	Granted
Internally Vented Brake Disk	2006/033	WO/EP/DE	5/21/2008	EP2150719	10/12/2011	Granted
Internally Vented Brake Disk	2006/033	WO/EP/ES	5/21/2008	EP2150719	10/12/2011	Granted
Internally Vented Brake Disk	2006/033	WO/EP/FR	5/21/2008	EP2150719	10/12/2011	Granted
Internally Vented Brake Disk	2006/033	WO/EP/GB	5/21/2008	EP2150719	10/12/2011	Granted
Internally Vented Brake Disk	2006/033	WO/EP/IT	5/21/2008	EP2150719	10/12/2011	Granted

2. Trademarks

Mark	Jurisdiction	Filing Date	Application / Registration No.
HITCO RACING	European Union	7/11/2017	016971764
HITCO RACING	Great Britain	7/11/2017	UK00916971764
HITCO RACING	United States	10/9/2017	87/982,439 5,978,965
REFRASIL	Canada	1/15/1953	0218092
REFRASIL	China	5/10/2005	4648452
REFRASIL	China	5/10/2005	4648453
REFRASIL	China	5/10/2005	4648449
REFRASIL	European Union	4/12/2002	002670743
REFRASIL	Great Britain	4/12/2002	UK00902670743
REFRASIL	Great Britain	12/26/1954	730627
REFRASIL	Great Britain	12/7/1953	724572
REFRASIL	Hong Kong	4/30/2005	300413117
REFRASIL	Taiwan	5/4/2005	94021046

REFRASIL (stylized) 	United States	11/12/1954	71/676,559 624,549
REFRASIL (stylized) <i>REFRASIL</i>	United States	12/22/1958	72/064,778 694,429
REFRASIL (stylized) <i>REFRASIL</i>	United States	9/30/1958	72/059,863 694,106
REFRASIL (stylized) <i>REFRASIL</i>	United States	12/22/1958	72/064,779 695,740
RÉFRASIL (stylized) 	United States	9/14/1946	71/509,111 429,707