

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM810101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tex-Tech Engineered Composites, LLC		05/12/2023	Limited Liability Company: DELAWARE
Tex-Tech Industries, Inc.		05/12/2023	Corporation: DELAWARE
Tex-Tech Coatings, LLC		05/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	303 Peachtree Street, N.E.		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5978965	HITCO RACING	
Registration Number:	0624549	REFRASIL	
Registration Number:	0694429	REF RASIL	
Registration Number:	0694106	REF RASIL	
Registration Number:	0695740	REFRASIL	
Registration Number:	0429707	REFRASIL	
Registration Number:	4520825	TEXTECH	
Registration Number:	5541721	RESISTX	
Registration Number:	4129513	REPEL	
Registration Number:	2541122	CARBONX	
Registration Number:	5370982	HIFLEX	
Registration Number:	5403174	HIFLEX ADVANTAGE	
Registration Number:	5403175	HIFLEX STRETCH	
CORRESPONDENCE DATA			
Fax Number:			

CH \$340.00 5978965

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.

Phone: 14155911000
Email: TrademarksCH@winston.com
Correspondent Name: Becky L. Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/ mp
DATE SIGNED:	05/12/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”), dated as of May 12, 2023 among, **TEX-TECH INDUSTRIES, INC.**, **CHAPMAN THERMAL PRODUCTS, INC.**, **TEX-TECH COATINGS, LLC** and **TEX-TECH ENGINEERED COMPOSITES, LLC** (each of the foregoing, a “Grantor”, and collectively, the “Grantors”) and **TRUIST BANK**, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS

- (A) **TEX-TECH HOLDINGS, INC.**, a Delaware corporation (“Holdings”), **TEX-TECH INDUSTRIES, INC.**, a Delaware corporation (the “Borrower”), the financial institutions from time to time party thereto as lenders (each individually referred to as a “Lender” and collectively as “Lenders”), **TRUIST BANK**, as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”) and the other parties from time to time party to that certain Credit Agreement, dated as of May 12, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “Credit Agreement”).
- (B) Grantors are party to that certain Pledge and Security Agreement, dated as of May 12, 2023, in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “Pledge and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“Intellectual Property Collateral” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Copyrights owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all Patents owned by any Grantor, including those referred to on Schedule II hereto;

- (c) all Trademarks owned by any Grantor, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Copyright, Trademark or Patent or (ii) injury to the goodwill associated with any Trademark or Patent.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

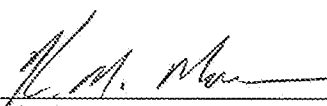
SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

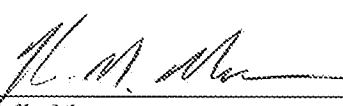
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

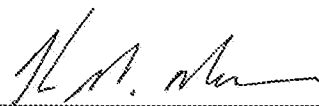
TEX-TECH INDUSTRIES, INC.,
as Grantor

By: 
Name: Kelly Moore
Title: Chief Financial Officer

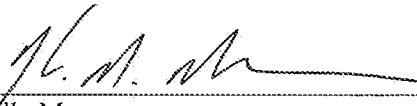
CHAPMAN THERMAL PRODUCTS, INC.,
as Grantor

By: 
Name: Kelly Moore
Title: Chief Financial Officer

TEX-TECH COATINGS, LLC,
as Grantor

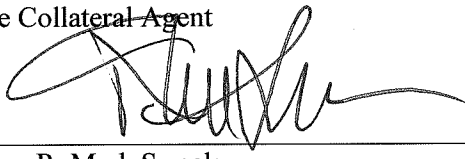
By: 
Name: Kelly Moore
Title: Chief Financial Officer

TEX-TECH ENGINEERED COMPOSITES, LLC,
as Grantor

By: 
Name: Kelly Moore
Title: Chief Financial Officer

ACCEPTED AND AGREED:

TRUIST BANK,
as the Collateral Agent

By: 
Name: R. Mark Swaak
Title: Senior Vice President

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. COPYRIGHT REGISTRATIONS

U.S. COPYRIGHTS

Grantor	Title	Registration No.	Reg. Date
Chapman Thermal Products, Inc., and Tex-Tech Industries, Inc.	Chapman Innovations Internet Website (www.chapmaninnovations.com)	TX 7069555	24-APR-2009




SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**U.S. PATENT REGISTRATIONS AND APPLICATIONS****U.S. PATENTS**

Grantor	Title	Registration No. or Application No.	Patent Grant Date
Tex-Tech Engineered Composites, LLC	Internally Vented Brake Disk with Improved Heat Dissipation	US 8353392	1/15/2013
Tex-Tech Coatings, LLC	Shifted Angle Fabric	9,464,373	10/11/2016
Tex-Tech Coatings, LLC	Shifted Angle Fabric	8,296,911	10/30/2012
Tex-Tech Industries, Inc.	MOISTURE WICKING ALUMINIZED SAFETY GEAR	US20210227906A1	4/13/21
Chapman Thermal Products, Inc.	LIGHTWEIGHT PROTECTIVE FABRICS AND CLOTHING FOR PROTECTION AGAINST HOT OR CORROSIVE MATERIALS	US9630031B2	10/30/2013
Chapman Thermal Products, Inc.	Breathable Fire Resistant Fabrics	US20180127903A1	7/5/2017

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S. TRADEMARKS

Grantor	Mark	Registration No. or Application No.	Date
Tex-Tech Engineered Composites, LLC	HITCO RACING	87/982,439 5,978,965	10/9/2017
Tex-Tech Engineered Composites, LLC	REFRASIL (stylized) 	71/676,559 624,549	11/12/1954
Tex-Tech Engineered Composites, LLC	REFRASIL (stylized) <i>REFRASIL</i>	72/064,778 694,429	12/22/1958
Tex-Tech Engineered Composites, LLC	REFRASIL (stylized) <i>REFRASIL</i>	72/059,863 694,106	9/30/1958
Tex-Tech Engineered Composites, LLC	REFRASIL (stylized) <i>REFRASIL</i>	72/064,779 695,740	12/22/1958
Tex-Tech Engineered Composites, LLC	RÉFRASIL (stylized) 	71/509,111 429,707	9/14/1946
Tex-Tech Industries, Inc.	TEXTECH	4520825	09-AUG-2013
Tex-Tech Industries, Inc.	RESISTX	RN: 5541721 SN: 87237904	August 14, 2018
Tex-Tech Industries, Inc.	REPEL	4129513	12-JAN-2011
Tex-Tech Industries, Inc.	CARBONX	2541122	19-JUL-1999
Tex-Tech Coatings, LLC		5370982	7/13/2016

Tex-Tech Coatings, LLC	HiFlex Advantage	5403174	2/20/2017
Tex-Tech Coatings, LLC	HiFlex Stretch	5403175	2/20/2017