

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810098

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|--|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PURE PLANET SCIENCE & TECHNOLOGY, INC. | | 05/12/2023 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Agent | | |
| Street Address: | 500 WEST MONROE STREET | | |
| City: | CHICAGO | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 17 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6099889 | ORENDA TECHNOLOGIES | |
| Registration Number: | 6143082 | ORENDA ACADEMY | |
| Registration Number: | 6078118 | ORENDA STARTUP | |
| Registration Number: | 5165929 | CE- CLARIFIER | |
| Registration Number: | 4004165 | NATURAL POOL PRODUCTS | |
| Registration Number: | 4086761 | ORENDA TECHNOLOGIES | |
| Serial Number: | 97892218 | PR-10,000 | |
| Serial Number: | 97892240 | SC-1000 | |
| Serial Number: | 97892273 | CV-600 | |
| Serial Number: | 97894561 | CV-700 | |
| Serial Number: | 97894595 | CE-SPA | |
| Serial Number: | 97894604 | SPA-500 | |
| Serial Number: | 97900651 | ORENDA | |
| Serial Number: | 97900737 | | |
| Serial Number: | 97900800 | ORENDA TECHNOLOGIES | |
| Serial Number: | 97903360 | ORENDA CALCULATOR | |
| Serial Number: | 97889200 | RULE YOUR POOL | |
| CORRESPONDENCE DATA | | | |

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Fax Number:

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: 312.577.8574

Email: humberto.aquino@katten.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 387132-00843 |
|--------------------------------|--------------|

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Humberto Aquino |
|---------------------------|-----------------|

| | |
|-------------------|-------------------|
| SIGNATURE: | /Humberto Aquino/ |
|-------------------|-------------------|

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|---------------------|------------|
| DATE SIGNED: | 05/12/2023 |
|---------------------|------------|

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 12, 2023, is made by PURE PLANET SCIENCE & TECHNOLOGY, INC., a Texas corporation dba “Orenda Technologies” (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 10, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among HASA ACQUISITION, LLC, a Delaware limited liability company (together with each other Person who becomes a borrower thereunder by execution of a joinder or similar acknowledgment thereto, each individually, a “Borrower” and collectively, the “Borrowers”), the other Borrowers, the other Credit Parties, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of January 10, 2023 in favor of Agent (the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated as of May 8, 2023, which was recorded in the United States Patent and Trademark Office on May 8, 2023 at Reel 8065, Frame 0326 (the “Original Trademark Security Agreement”);

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Amended and Restated Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property (including any "intent to use" Trademark applications for which a statement of use has not been filed with and accepted by (but only until such statement is filed with and accepted by) the U.S. Patent and Trademark Office) and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Amended and Restated Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Amendment and Restatement; No Novation. This Amended and Restated Trademark Security Agreement amends and restates the Original Trademark Security Agreement in its entirety and shall not be deemed to constitute a novation of the Original Trademark Security Agreement or any of the obligations of the Grantor thereunder. The security interests, liens and pledges granted to the Agent in the Original Trademark Security Agreement are intended to be, and are, continued under this Amended and Restated Trademark Security Agreement as the security interests granted to Agent as security for the Obligations and shall not be eliminated or otherwise adversely affected by the execution and delivery of this Amended and Restated Trademark Security Agreement.

[SIGNATURE PAGES FOLLOW]

U RL CQU F CPCMD*fc E p_l mpf _qa_sqb rf gg ? k cl bcb _l b Pcq_rcb Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PURE PLANET SCIENCE & TECHNOLOGY, INC.,
as Grantor

By: 
Name: Ken Ward
Title: Chief Financial Officer

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TRADEMARK
REEL: 008071 FRAME: 0159

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Arvin Shahnazi
Name: Arvin Shahnazi
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

REGISTERED TRADEMARKS

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark | Owner/Applicant |
|-----------------------|-----------------|------------------|------------------|-------------------|----------------|---|
| ORENDA TECHNOLOGIES | 88700876 | 11/21/19 | 6099889 | 7/14/20 | Registered | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| ORENDA ACADEMY | 88495697 | 7/1/19 | 6143082 | 9/1/20 | Registered | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| ORENDA STARTUP | 88487628 | 6/25/19 | 6078118 | 6/16/20 | Registered | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| CE- CLARIFIER | 87136376 | 8/12/16 | 5165929 | 3/21/17 | Registered | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| NATURAL POOL PRODUCTS | 85277223 | 3/25/11 | 4004165 | 7/26/11 | Registered | PURE PLANET SCIENCE & TECHNOLOGY, INC. |
| ORENDA TECHNOLOGIES | 85277283 | 3/25/11 | 4086761 | 1/17/12 | Registered | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |

TRADEMARK APPLICATIONS

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark | Owner/Applicant |
|---|-----------------|------------------|------------------|-------------------|----------------|---|
| PR-10,000 | 97892218 | 4/17/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| SC-1000 | 97892240 | 4/17/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| CV-600 | 97892273 | 4/17/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| CV-700 | 97894561 | 4/18/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| CE-SPA | 97894595 | 4/18/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| SPA-500 | 97894604 | 4/18/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| ORENDA | 97900651 | 4/21/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
|  | 97900737 | 4/21/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| ORENDA TECHNOLOGIES | 97900800 | 4/21/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |

| Mark | Application No. | Application Date | Registration No. | Registration Date | Status of Mark | Owner/Applicant |
|----------------------|-----------------|------------------|------------------|-------------------|----------------|---|
| ORENDA CALCULATOR | 97903360 | 4/24/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |
| RULE YOUR POOL | 97889200 | 4/14/2023 | N/A | N/A | Pending | PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies |