

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pure Planet Science & Technology, Inc. DBA Orenda Technologies		01/10/2023	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC, as Agent		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88700876	ORENDA TECHNOLOGIES	
<b>Serial Number:</b>	88495697	ORENDA ACADEMY	
<b>Serial Number:</b>	88487628	ORENDA STARTUP	
<b>Serial Number:</b>	87136376	CE- CLARIFIER	
<b>Serial Number:</b>	85277223	NATURAL POOL PRODUCTS	
<b>Serial Number:</b>	85277283	ORENDA TECHNOLOGIES	
<b>Serial Number:</b>	97892218	PR-10,000	
<b>Serial Number:</b>	97892240	SC-1000	
<b>Serial Number:</b>	97892273	CV-600	
<b>Serial Number:</b>	97894561	CV-700	
<b>Serial Number:</b>	97894595	CE-SPA	
<b>Serial Number:</b>	97894604	SPA-500	
<b>Serial Number:</b>	97900651	ORENDA	
<b>Serial Number:</b>	97900737		
<b>Serial Number:</b>	97900800	ORENDA TECHNOLOGIES	
<b>Serial Number:</b>	97903360	ORENDA CALCULATOR	
<b>Serial Number:</b>	97889200	RULE YOUR POOL	

OP \$440.00 88700876

**CORRESPONDENCE DATA****Fax Number:** 7043311159*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:** 7043311000**Email:** amberwest@mvalaw.com, PTO\_TMconfirmation@mvalaw.com**Correspondent Name:** MOORE & VAN ALLEN PLLC**Address Line 1:** 100 North Tryon Street, Suite 4700**Address Line 4:** Charlotte, NORTH CAROLINA 28202-4003**ATTORNEY DOCKET NUMBER:** 037632.220**NAME OF SUBMITTER:** John Slaughter**SIGNATURE:** /john slaughter/**DATE SIGNED:** 05/16/2023**Total Attachments: 7**

source=(2023) TSA - Pure Planet Science &amp; Technology, Inc. to Alter Domus (US) LLC, as Agent#page1.tif

source=(2023) TSA - Pure Planet Science &amp; Technology, Inc. to Alter Domus (US) LLC, as Agent#page2.tif

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of January 10, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between Antares Capital LP, as the First Lien Agent, and Alter Domus (US) LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2023, is made by PURE PLANET SCIENCE & TECHNOLOGY, INC., a Texas corporation dba "Orenda Technologies" (the "Grantor"), in favor of ALTER DOMUS (US) LLC ("Alter Domus"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the other Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to the Second Lien 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 Alter Domus, as Agent for the Lenders, 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 Second Lien 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, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders 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 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 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 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this 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

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008073 FRAME: 0801**

ACCEPTED AND AGREED  
as of the date first above written:

**ALTER DOMUS (US) LLC,**  
as Agent

By:   
Name: Pijju Chiu  
Its: Duly Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


SCHEDULE I  
TO  
SECOND LIEN 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	Applicati on No.	Applicatio n Date	Registratio n No.	Registratio n 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



Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
ORENDA TECHNOLOGIES	97900800	4/21/2023	N/A	N/A	Pending	PURE PLANET SCIENCE & TECHNOLOGY, INC. DBA Orenda Technologies
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