

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM812633

<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>
Infinity Woven Products, LLC		07/01/2022	Limited Liability Company: DELAWARE
Quantum Materials, LLC		07/01/2022	Limited Liability Company: DELAWARE
Twitchell Technical Products, LLC		07/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86706951	SUPERIOR	
<b>Serial Number:</b>	87336889	SIMPLY BETTER FLOORING	
<b>Serial Number:</b>	87168477	MARINE SCREEN	
<b>Serial Number:</b>	87087855	BETTER THAN TEAK	
<b>Serial Number:</b>	87087853	INFINITY SEAGRASS	
<b>Serial Number:</b>	87087847	SUPREME	
<b>Serial Number:</b>	87087835	LWV	
<b>Serial Number:</b>	87087828	INFINITY LWV	
<b>Serial Number:</b>	87087816	INFINITY LUXURY WOVEN VINYL	
<b>Serial Number:</b>	87087810	INFINITY FABRICS	
<b>Serial Number:</b>	86706956	SUNSATON	
<b>Serial Number:</b>	88165645	PURSUING THE UNDISCOVERED	
<b>Serial Number:</b>	86077006	TEXTILENE NANO	
<b>Serial Number:</b>	86685211	OMEGATEX	
<b>Serial Number:</b>	76051908	LEISURETEX	

CH \$565.00 86706951

Property Type	Number	Word Mark
Serial Number:	76051907	DIVERSATEX
Serial Number:	76051906	EARTHTEX
Serial Number:	73518913	KANEKRAFT
Serial Number:	73491594	TEXTILENE SUNSURE
Serial Number:	73486815	TEXTILENE
Serial Number:	97062192	SOLARFLECTEX
Serial Number:	97036585	SOLARFLEXTEX

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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:** 312-577-8438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	05/24/2023

**Total Attachments: 13**

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source=04. Trademark Security Agreement#page13.tif

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (the “Agreement”) made as of July 1, 2022, by **INFINITY WOVEN PRODUCTS, LLC, QUANTUM MATERIALS, LLC** and **TWITCHELL TECHNICAL PRODUCTS, LLC** (each individually a “Grantor” and collectively, the “Grantors”), in favor of **BMO HARRIS BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined below) (together with its successors and assigns, “Grantee”):

### WITNESSETH:

**WHEREAS**, the Grantors, Grantee, and the other parties thereto, are parties to that certain (i) Credit and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), providing for extension of credit to be made to QTI Fibers Holdings, LLC (the “Borrower”) by the Lenders and (ii) Security and Pledge Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

**WHEREAS**, pursuant to the terms of the Credit Agreement, the Security Agreement and certain other Security Documents now and/or hereafter executed by the Grantors in favor of Grantee, each Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including, among other things, all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired: (i) Trademarks (ii) Trademark Licenses, (iii) the goodwill of the business symbolized by Grantor’s Trademarks, and (iv) all products and proceeds thereof, to secure the payment of all Obligations owing under the Financing Documents (in each case, other than Excluded Collateral (as defined in the Security Agreement));

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement, Security Agreement and Security Documents. The Credit Agreement, the Security Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of each Grantor provided for or created under the Security Agreement or any other Security Document, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement and the other Security Documents of, a continuing security interest in such Grantor’s entire right, title and interest in and to the following (all of the following items or types of property (excluding all Excluded Collateral (as defined in the Security Agreement)) being herein

collectively referred to as the “Trademark Collateral”), whether now owned or existing and hereafter created, acquired or arising:

(i) the Trademarks, including each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; excluding United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that, in connection with the delivery by such Grantor of the Compliance Certificate required to be delivered by such Grantor under Section 4.1(d) of the Credit Agreement in connection with the financial statements of such Grantor and its affiliates, such Grantor shall (i) provide Grantee a listing of any new registered Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any supplement delivered to Grantee in accordance with this paragraph, “New Trademarks”) acquired during the fiscal quarter corresponding to such financial statement and (ii) upon the request of the Grantee, deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule A thereto, pursuant to which such Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office (the “USPTO”).

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Financing Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Financing Documents or the Uniform Commercial Code as in effect in the State of New York from time to time.

5. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

6. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit

Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Assignment, *mutatis mutandis*, in each case, as if fully set forth herein.

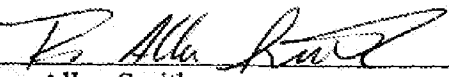
7. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

*(Signature Pages Follow)*

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

**GRANTORS:**

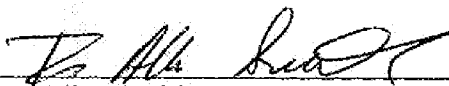
**INFINITY WOVEN PRODUCTS, LLC**

By:   
Name: Allen Smith  
Title: Chief Executive Officer

**QUANTUM MATERIALS, LLC**

By:   
Name: Allen Smith  
Title: Chief Executive Officer

**TWITCHELL TECHNICAL PRODUCTS, LLC**

By:   
Name: Allen Smith  
Title: Chief Executive Officer

Agreed and accepted as of the date first written above.

**GRANTEE:**

**BMO HARRIS BANK, N.A.**, as Administrative Agent

A handwritten signature in black ink, appearing to read "Stephen Mueller", written over a horizontal line.

By: \_\_\_\_\_

Name: Stephen Mueller

Title: Director

**Schedule J**

**Trademarks and Trademark Applications**

<b>Owner of Record</b>	<b>Mark</b>	<b>Application No. and Filing Date</b>	<b>Registration No. and Registration Date</b>
Infinity Woven Products, LLC	SUPERIOR	86706951 07/28/2015	4919879 03/15/2016
Infinity Woven Products, LLC	SIMPLY BETTER FLOORING	87336889 02/15/2017	5408839 02/20/2018
Infinity Woven Products, LLC	MARINE SCREEN	87168477 09/12/2016	5238450 07/04/2017
Infinity Woven Products, LLC	BETTER THAN TEAK	87087855 06/29/2016	5150238 02/28/2017
Infinity Woven Products, LLC	INFINITY SEAGRASS	87087853 06/29/2016	5150237 02/28/2017
Infinity Woven Products, LLC	SUPREME	87087847 06/29/2016	5102303 12/13/2016
Infinity Woven Products, LLC	LWV	87087835 06/29/2016	5150236 02/28/2017
Infinity Woven Products, LLC	INFINITY LWV	87087828 06/29/2016	5150235 02/28/2017
Infinity Woven Products, LLC	INFINITY LUXURY WOVEN VINYL	87087816 06/29/2016	5150233 02/28/2017
Infinity Woven Products, LLC	INFINITY FABRICS	87087810 06/29/2016	5150232 02/28/2017
Infinity Woven Products, LLC	SUNSATIION	86706956 07/28/2015	5051026 09/27/2016
Quantum Materials, LLC	PURSURING THE UNDISCOVERED	88165645 10/23/2018	5855287 09/10/2019



Owner of Record	Mark	Application No. and Filing Date	Registration No. and Registration Date
Twitchell Technical Products, LLC	TEXTILENE NANO	86077006 09/27/2013	4638298 11/11/2014
Twitchell Technical Products, LLC	OMEGATEX	86685211 07/07/2015	5028346 08/23/2016
Twitchell Technical Products, LLC	LEISURETEX	76051908 05/17/2000	2529310 01/15/2002
Twitchell Technical Products, LLC	DIVERSATEX	76051907 05/17/2000	2650138 11/12/2002
Twitchell Technical Products, LLC	EARTHTEX	76051906 05/17/2000	3032560 12/20/2005
Twitchell Technical Products, LLC	KANEKRAFT	73518913 01/23/1985	1372486 11/26/1985
Twitchell Technical Products, LLC	TEXTILENE SUNSURE	73491594 07/25/1984	1373879 12/03/1985
Twitchell Technical Products, LLC	TEXTILENE	73486815 06/25/1984	1329669 04/09/1985
Twitchell Technical Products, LLC	SOLARFLECTEX	97062192 10/06/2021	-
Twitchell Technical Products, LLC	SOLARFLEXTX	97036585 09/20/2021	-



**EXHIBIT A**

**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** (the “Supplement”) made as of this \_\_\_ day of \_\_\_\_\_, 20 by [ \_\_\_\_\_ ] (“Grantor”), in favor of **BMO HARRIS BANK N.A.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (as defined in the Trademark Agreement referenced below) (together with its successors and assigns, “Grantee”):

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee are parties to that certain Security and Pledge Agreement dated as of [ \_\_\_\_\_ ], 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

**WHEREAS**, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of [ \_\_\_\_\_ ], 2022 (as the same heretofore may have been and hereafter may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement); and

**WHEREAS**, pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any Trademarks issued or applied for with the USPTO since the date of the Trademark Agreement or any prior supplement thereto (such Trademarks referred to herein as the “New Trademarks”), Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the USPTO.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Credit Agreement, the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any

Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

3. Governing Law. THIS AGREEMENT, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Miscellaneous. The terms and provisions of Article 9 (*Expenses and Indemnity*), Sections 12.1 (*Survival*), 12.2 (*No Waivers*), 12.3 (*Notices*), 12.4 (*Severability*), 12.7 (*Headings*), 12.10 (*GOVERNING LAW; SUBMISSION TO JURISDICTION*), 12.11 (*WAIVER OF JURY TRIAL*), 12.13 (*Counterparts; Integration*) and 12.16 (*No Strict Construction*) of the Credit Agreement and Section 11 (*Continuing Agreement*) of the Security Agreement are hereby incorporated by reference and shall apply to this Agreement, *mutatis mutandis*, in each case, as if fully set forth herein.

5. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Financing Documents.

*[Signatures on Following Page]*



Agreed and Accepted

As of the Date First Written Above

**GRANTEE:**

**BMO HARRIS BANK N.A.**, as  
Administrative Agent

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT  
DATED \_\_\_\_\_**

**Trademark Applications**

<b>Trademark/Service Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Goods/Services</b>

**Trademarks**

<b>Trademark/Service Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Goods/Services</b>