

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electro Chemical Engineering LLC		06/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association, as Agent		
Street Address:	525 West Monroe Street, Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2351327	EC ELECTRO CHEMICAL ENGINEERING & MANUFA	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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>			
Phone:	(312) 499-6700		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Michael A. Witt		
Address Line 1:	190 South LaSalle Street, Suite 3700		
Address Line 2:	Duane Morris LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Michael A. Witt		
SIGNATURE:	/Michael A. Witt/		
DATE SIGNED:	06/06/2023		
Total Attachments: 5			
source=Intellectual Property Security Joinder Agreement (Associated - KMT - Jun 2023)#page1.tif			
source=Intellectual Property Security Joinder Agreement (Associated - KMT - Jun 2023)#page2.tif			
source=Intellectual Property Security Joinder Agreement (Associated - KMT - Jun 2023)#page3.tif			
source=Intellectual Property Security Joinder Agreement (Associated - KMT - Jun 2023)#page4.tif			

OP \$40.00 2351327

Intellectual Property Security Joinder Agreement

THIS INTELLECTUAL PROPERTY SECURITY JOINDER AGREEMENT (this “*Intellectual Property Security Joinder Agreement*”), dated as of June 5, 2023 is made by **ELECTRO CHEMICAL ENGINEERING LLC**, a Delaware limited liability company (the “*Joining Grantor*”) in favor of **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, as Agent, pursuant to that certain Revolving Credit and Term Loan Agreement entered into as of December 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the lenders signatory thereto (each of such lenders, together with its successors and permitted assigns, is referred to hereinafter as a “*Lender*,” as that term is hereinafter further defined), **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association, as the administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns, the “*Agent*”), **KMT INTERMEDIATE HOLDCO, LLC**, a Delaware limited liability company, and **KOCH KNIGHT, LLC** (and, after the Name Change Effective Date, Knight Material Technologies, LLC) (collectively, subject to the Credit Agreement with respect to the Initial Borrower, the “*Borrower*”), the Parent, and the other Guarantors party thereto. As used herein, “*Loan Party*” means each Borrower and Guarantor, together with any Subsidiary formed or acquired after the Closing Date that is required to comply with the provisions of Section 5.11 of the Credit Agreement, regardless of whether such compliance has been completed. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Intellectual Property Security Agreement, dated as of December 1, 2021 by and among Parent, Borrower, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Intellectual Property Security Agreement*”) and if not defined therein, in the Credit Agreement.

WHEREAS, the Joining Grantor is required by the terms of the Credit Agreement to be joined as a party to the Intellectual Property Security Agreement as a Grantor; and

WHEREAS, the Joining Grantor will materially benefit directly and indirectly from the maintenance of the credit facilities made available to the Borrower by the Lenders under the Credit Agreement; and

NOW, THEREFORE, the Joining Grantor hereby agrees as follows in order to induce the Agent and Lenders (or Affiliates of the Agent and Lenders, as the case may be) to maintain such credit facilities:

1. Joinder. The Joining Grantor hereby irrevocably, absolutely and unconditionally becomes a party to the Intellectual Property Security Agreement as a Grantor and bound by all the terms, conditions, obligations, liabilities and undertakings of each Grantor or to which each Grantor is subject thereunder, including without limitation the grant pursuant to Section 2 of the Intellectual Property Security Agreement of a security interest to the Agent, for the benefit of the Lenders, in the Trademarks as security for the payment and performance of the Secured Obligations, all with the same force and effect as if the Joining Grantor were a signatory to the Intellectual Property Security Agreement. For the avoidance of doubt, the Joining Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Agent and grants to the Agent a continuing first priority security interest in and to, all of its rights in and to the Trademarks.

2. **Affirmations**. The Joining Grantor hereby acknowledges and affirms as of the date hereof with respect to itself, its properties and its affairs each of the waivers, representations, warranties, acknowledgements and certifications applicable to the Grantors contained in the Intellectual Property Security Agreement.

3. **Supplemental Schedules**. Attached to this Intellectual Property Security Joinder Agreement are duly completed schedules (the “***Supplemental Schedules***”) supplementing as thereon indicated the respective Schedules to the Intellectual Property Security Agreement. The Joining Grantor represents and warrants that the information contained on each of the Supplemental Schedules with respect to such Joining Grantor and its properties and affairs is true, complete and accurate as of the date hereof.

4. **Severability**. The provisions of this Intellectual Property Security Joinder Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Intellectual Property Security Joinder Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

5. **Counterparts**. This Intellectual Property Security Joinder Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Intellectual Property Security Joinder Agreement to produce or account for more than one such counterpart executed by the Joining Grantor. Delivery of an executed signature page to this Intellectual Property Security Joinder Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Intellectual Property Security Joinder Agreement.

6. **Delivery**. Joining Grantor hereby irrevocably waives notice of acceptance of this Intellectual Property Security Joinder Agreement and acknowledges that the Secured Obligations are and shall be deemed to be incurred, and credit extensions under the Loan Documents made and maintained, in reliance on this Intellectual Property Security Joinder Agreement and the Grantor’s joinder as a party to the Intellectual Property Security Agreement as herein provided.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Joining Grantor has duly executed and delivered this Intellectual Property Security Joinder Agreement as of the day and year first written above.

ELECTRO CHEMICAL ENGINEERING LLC

By: 

Name: Derek Gollnitz

Title: Treasurer

[Intellectual Property Security Joinder Agreement]

TRADEMARK
REEL: 008092 FRAME: 0656

ACKNOWLEDGED AND ACCEPTED:

ASSOCIATED BANK, NATIONAL ASSOCIATION,
as Agent


By: *Keith M. Butala*

Name: Keith M. Butala

Title: Senior Vice President

SUPPLEMENTAL
SCHEDULE I

Registered Trademarks

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
Electro Chemical Engineering LLC		2351327	23 - May - 2000	USA