

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iris Woven Holdings, Inc.		06/27/2023	Corporation: DELAWARE
Iris Woven U.S., LLC		06/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1100 Abernathy Road, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3067250	AQUAMASTER	
Registration Number:	5833704	ARMOR LINER	
Registration Number:	4919029	ARMOR PAD	
Registration Number:	6016405	NOVA GRIP	
Registration Number:	5889044	NOVA LINER	
Registration Number:	4227023	NOVAFLASH	
Registration Number:	3321100	NOVA-SEAL	
Registration Number:	3186612	NOVA-SHIELD	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	048438.14.0897		

CH \$215.00 3067250

NAME OF SUBMITTER:	Felicia D. Gordon
SIGNATURE:	/Felicia D. Gordon/
DATE SIGNED:	07/05/2023
Total Attachments: 8 source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page1.tif source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page2.tif source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page3.tif source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page4.tif source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page5.tif source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page6.tif source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page7.tif source=Project Fortitude (June Joinder) - ABL - IP Security Agreement Supplement (Executed)#page8.tif	

INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”), dated June 27, 2023, is made by each of the Persons listed on the signature page hereof (each a “Grantor” and together the “Grantors”) in favor of Wells Fargo Bank, National Association, as collateral agent (“Wells Fargo”) (in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Iris Holding, Inc., a Delaware corporation (the “Parent Borrower”), Iris Finance, L.P., a Delaware limited partnership (“Holdings”), and the other Loan Parties from time to time party thereto have entered into the ABL Credit and Guarantee Agreement, dated as of June 28, 2022 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, each Grantor has executed and delivered or otherwise become bound by that certain ABL Security Agreement, dated as of June 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain Intellectual Property Security Agreement, dated as of June 28, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO, the USCO and/or the CIPO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as security for the payment or performance, as the case may be, in full of the Secured Obligations, hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- a. the Patents set forth in Schedule A hereto;
- b. the Trademarks set forth in Schedule B hereto (provided that no security interest shall be granted in “intent-to-use” Trademark applications filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051 (the

“Lanham Act”), prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act), together with the goodwill symbolized thereby;

c. the Copyrights set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Additional Collateral” shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of each Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

D. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks, and/or the CIPO record this IP Security Agreement Supplement.

E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by

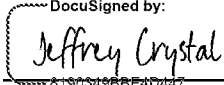
reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Section 12.08 (*GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE; WAIVER OF JURY TRIAL*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

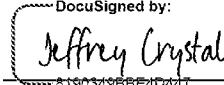
G. Execution in Counterparts; Effectiveness of Facsimile or Electronic Documents and Signatures. This IP Security Agreement Supplement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This IP Security Agreement Supplement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

IRIS WOVEN HOLDINGS, INC.

By: 
Name: Jeffrey Crystal
Title: CPA, CA - VP

IRIS WOVEN U.S., LLC

By: 
Name: Jeffrey Crystal
Title: Chief Financial Officer

Schedule A to the
ABL Intellectual Property Security Agreement

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

NO.	COUNTRY	TITLE	APP. NO.	FILING DATE	PATENT #	ISSUE DATE	STATUS	OWNER
1.	US	ANTI-SLIP ROOFING UNDERLAYMENT	11/639,650	12/15/2006	7772136	8/10/2010	Issued	Iris Woven U.S., LLC
2.	US	ANTI-SLIP ROOFING UNDERLAYMENT [^]	11/954,347	12/12/2007	7745353	6/29/2010	Issued	Iris Woven U.S., LLC
3.	US	FAILURE RESISTANT FLAME RETARDANT VAPOR BARRIER INSULATION FACING [^]	11/040,320	1/21/2005	7309665	12/18/2007	Issued	Iris Woven U.S., LLC
4.	US	LIGHTWEIGHT UNDERLAYMENT	17/005,906	8/28/2020			Pending	Iris Woven U.S., LLC
5.	US	MULTI-LAYERED FLAME RETARDANT WRAP [^]	10/345,501	1/16/2003	7097911	8/29/2006	Issued	Iris Woven U.S., LLC
6.	US	POLYETHYLENE FABRIC WITH IMPROVED PHYSICAL PROPERTIES AND METHOD FOR MAKING THEREOF [^]	11/442,014	5/26/2006	7875562	1/25/2011	Issued	Iris Woven U.S., LLC
7.	US	PROTECTIVE COVERING FOR WOOD PRODUCTS [^]	15/342,644	11/3/2016	10710295	7/14/2020	Issued	Iris Woven U.S., LLC
8.	US	SCRIM COATED PRODUCTS HAVING A COEXTRUDED MULTI-LAYER COATING ON ONE SIDE THEREOF [^]	15/165,692	5/26/2016	10030325	7/24/2018	Issued	Iris Woven U.S., LLC
9.	US	SELF-SEALING CONSTRUCTION MATERIAL	17/088,484	11/3/2020			Pending	Iris Woven U.S., LLC

**Schedule A to the
ABL Intellectual Property Security Agreement**

NO.	COUNTRY	TITLE	APP. NO.	FILING DATE	PATENT #	ISSUE DATE	STATUS	OWNER
10.	US	SOFT TACTILE COATING FOR MULTI-FILAMENT WOVEN FABRIC [^]	10/727,122	12/3/2003	7109135	9/19/2006	Issued	Iris Woven U.S., LLC
11.	US	ANTI-STATIC WOVEN FLEXIBLE BULK CONTAINER [^]	10/691,788	10/23/2003	7115311	10/3/2006	Issued	Iris Woven U.S., LLC

Schedule B to the
ABL Intellectual Property Security Agreement

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

	MARK	COUNTRY	OWNER	APPL. NO.	APP. DATE	REG. NO.	REG. DATE
1.	AQUAMASTER (Stylized) [^]	US	Iris Woven U.S., LLC	76626070	12/27/2004	3067250	3/14/2006
2.	ARMOR LINER & Design (Stylized) (Color)	US	Iris Woven U.S., LLC	88272703	1/23/2019	5833704	8/13/2019
3.	ARMOR PAD [^]	US	Iris Woven U.S., LLC	86421685	10/13/2014	4919029	3/15/2016
4.	NOVA GRIP & Design	US	Iris Woven U.S., LLC	88272801	1/23/2019	6016405	3/24/2020
5.	NOVA LINER & Design	US	Iris Woven U.S., LLC	88272802	1/23/2019	5889044	10/22/2019
6.	NOVAFLASH [^]	US	Iris Woven U.S., LLC	85373861	7/18/2011	4227023	10/16/2012
7.	NOVA-SEAL [^]	US	Iris Woven U.S., LLC	78804075	2/1/2006	3321100	10/23/2007
8.	NOVA-SHIELD [^]	US	Iris Woven U.S., LLC	78792807	1/17/2006	3186612	12/19/2006

SCHEDULE C

COPYRIGHTS (OWNED BY, OR EXCLUSIVELY LICENSED TO, ANY GRANTOR)

1. Registered Copyrights:

None.

2. Copyright Applications:

None.